

מדינת ישראל

W 45 34

GOVERNMENT OF PALESTINE

C.S.O.

SUBJECT:

*Construction of a road
between Tulkarm & Nathania Colony*

A. Cohen 24100-9000-24100

CONNECTED FILES

NUMBER AND YEAR

V/8/34

W/31/37

SUBJECT

*Special Relief Scheme - Nathania Colony
Collection of contributions - road construction*



CONSTRUCTION OF A ROAD BETWEEN

מ - 11 / 486

948682

11/12/2013

מס פריט:

2.23/1 - 186

02-112-05-01-09

מזהה פנימי

מזהה לוגי

כתובת:

SUBJECT Construction of a road between
Tulkarm & Nathania Colony.

(1)

Extract from monthly report of D.C.N.D.
for February 1934.

cl.

(2)

There is provision of LE 5000 proposed in next year's Estimates for the construction of a road from Tulkarm to Nathania, or at least for the sealing of the worst part of it. The work cannot begin however until the Estimates are approved. The District Commissioner did not recommend the advancing of this work for relief purposes.

b6
100

(3)

I understand that in the opinion of D.C.N.D. the situation of the Wadi Hawarath is not nearly so desperate as they would have us believe. I shall be interested to see his detailed proposals in due course.

J. 16/3.

beav
172
183

(4)

letter from D.P.W. - 10/7/35.
Tulkarm - Nathanya Road.

(5)

C.S. Item 99 of Head xxvii,
(P.W.E. 1935/6) provides
£p 16.700 for the con-
-struction of Tulkarm -
Nathania road. It appears
that the cost has been
considerably under-
-estimated: by £p 2000
if programme (a) or
(b) in (4) only is carried
out, but presumably
by considerably more
if a first class road
from Tulkarm to the
eastern boundary of
Nathania colony, 15.25 Km.,
is to be built.

2. I have spoken to
Mr Hedley. From the
Nathaniya point of view,
proposal (b) is strongly
recommended by the
D.P.W. and by the District
Administration: that is
to say, all weather
connection by an
unsurfaced road. To
complete the job properly
in 1936/37 may cost

2/12/35

anything up to another £P 10,000.

3. I understand that H.E. is personally acquainted with the whole matter. Submitted for approval of the P.W.D. proceeding with proposal (b) and of an application later, if necessary, for supplementary provision of £P 2,000 due to original under-estimation.

16.7.35

(6)

Note by A.C.S. - 16/7/35

4/16/7

Cf. (1)

- I submit (4) (5).
2. (6) is more a yard head with 16' foot
1st later day.
3. I agree that proposal (6) should be carried out.

16.7.35

H.E.

(8)

(4) + (5) submitted. I recommend that

this year P.W.D. should construct an all-weather, but unsurfaced, road to Nathaniya. I understand that this proposal has the support of the District Commissioner & D.P.W.

17/7/35

(9)

I will speak to D P W
& C. S. If possible at
12.30 p.m. 18th July.

ASW
17.7

The C. S. now knows my views.

ASW
18.7.

(10)

H.E.

I have now spoken to Mr. Foot. He informs me that the people of Nathaniya themselves would greatly prefer the construction of a soled road right into Nathaniya rather than the construction of a surfaced road ending at the Police Post 4½ kilometres east of Nathaniya. Their preference is based upon the following two considerations :

(1) if a soled road for the full length is constructed now they will be able to use it to convey their citrus to the station ^{this winter}. A road ending 4½ kilometres short of Nathaniya would not serve this purpose.

(2) if a surfaced road is constructed to the Police Post none of the villages or owners en route will be induced to contribute towards the cost of its extension to Nathanyia and Nathaniya would be left to bear the whole weight of any contribution that Government may insist upon; whereas if ^a soled road is built right into Nathaniya

Haj Nimr Nabulsi and Kafr Yona might be induced to share with Nathaniya in contributing towards the cost of surfacing.

2. Mr. Foot himself is strongly in favour of soling the full length of the road rather than surfacing part of it. He thinks that if the latter expedient is adopted certainly no contribution will be forthcoming from Haj Nimr and Kafr Yona and, in all probability, the people of "athaniya, who would feel that they had been unjustly treated, would also refuse to contribute.

3. I put to him the point that the stretch of road already soled west of Tulkarm Station might deteriorate if it were left unsurfaced for another winter, and he informed me that this stretch would, he understood, in any case have to be raised, owing to some fault in the levels, and consequently my objection did not apply.

4. In the circumstances I recommend that the road should be soled into "athaniya.

 20/7
(11)

I agree.

I suggest Mr. Foot shd try and get as much money as he can.

He can say if the District subscribe whatever sum DPW and he think fair, there is every probability of road being surfaced

1936.

10/6.

ASW
20/7

Letter to D.P.W. (112) 24.7.35

(12)

Letter to D.C.N.D. - 24/7/35

(13)

D.P.W.

F.N.A., please, as in (12). I thought I had written to you as in (12) too, but the letter does not appear in this file, so to save time I am referring the M to you.

It is noted that in § 5 of (4) you promise a further report on the financial prospects. W. H. H. H.
28.7.35

(14)

Chief Secretary.

Noted and action taken.

Your W/45/34 of 24-7-35 to me refers.

2. With regard to last sentence of para 3 (5) I wish to point out that the possible shortage of LP.2,000 is due to increase in cost of labour since estimates were prepared, rather than to original under estimation.

3. Reference para 3 of (10) the extraordinary floods of last winter have shown that it is desirable to raise a section of 1/2 kilometre out of the six kilometres partially constructed; this is receiving attention.

W. H. H. H.
DIRECTOR OF PUBLIC WORKS

August 2, 1935.

BU. 20.9.35 - § 2 (11.I) W. H. H. H.

6.8.35

3
24/7

2 Bu. 24/8

Please reply

by 7.8.

(111)



O.A.G.

W.r.t. your instruction this morning and your visit to Nathaniya tomorrow, please to read (12).

3.9.35.

In.
J.G.

J.H. 3/9 W.H.

Bu. 20.9.35 - § 2 (H.I). J.H.
4/9.

(16)

A.S.

Bu. as directed. The report ~~for~~ shadowing in the last ~~para~~ ^{sentence} of (4) has not yet been received. please see in this connection Item 99 on page 2 of W/130/35 - progress reports on road construction.

↓
Dated 31.8.35 - states earthwork and soling commenced. J.H.
21.9.35

(17)

Letter to D.P.W. - 21/9/35

Bu. 7/10/35 - (17)

(18)

Letter from D.P.W. - 24/9/35

Tulkarm Nathanya Road.

26/9/35

By 26/10/35 - (18)

Fig. 1. 18/11

6.4 after a month.

26/9/35

(19)

Letter from D.P.W. - 9-10-35 - Tulkarm -

Nathanya Road.

PA

bl

10. 10. 35

14/10/35

(20)

Letter to D.P.W. - 5-11-35

26/9/35

Please note one copy of (20)

13.8. 5/11

(21)

Note by M. Narocta - 5-11-35

P.A.

(22)

Letter from D.P.W. - 5-11-35 - Tulkarm -

Nathania Road.

26/9/35

(23)

Treasury

1. see (22)

2. Payment may be estimated?

2. 8/11/35

P.S.

? I think no alternative but to approve

26/9/35

Chief Secretary. ✓

I have no objection to compensation being paid provided the provision for the construction of the road is not thereby exceeded.

9.11.35

ASH
Treasurer.



584 Sbtel.
H

(25)

Letter to D/P.W. - 14-11-35

(26)

H.E.'s Note of an Interview ^{with} Mr. Hedley - 10.2.36

(27)

Letter from D/P.W. 18.5.36 Tulkarm -
Nathanya Road.

(28)

Attach Road Programme 1936/7 file as soon as it is available. Submitted to C.S. for info of H.E. this morning.

ASH
26/5/36

W/248/35
is Lewis with
H
5
36

(29)

Q.

(27) submitted for approval. The estimated cost of this road is £P 12,200, of which £P 3000 is to be contributed by private bodies. The S.P. has approved £P 8,000 in advance of the estimates.

23.5.36

P. 120.
24-

(30)

Let to S.P.W. - 26.5.36

P.A.
H.

(31)

Let from S.P.W. 29.7.36
Tulharem Nathaniya Road.

(32)

Let from S.P.W. - 19.8.36 - Tulharem -
Nathania Road.

S 31
H 7.
P.A.
H.
H 2/8

The Treasurer,

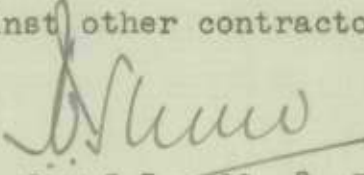
Please see (32).

2. I am informed by Mr Jones that the financial position as regards this road is that for £P 14,150 it is anticipated that it will be possible to finish it, including the payment of £P 570 to the contractors mentioned in (32), if that payment is ultimately authorised.

3. The approved 1935/36 Estimates, under item 102 of Head XXVII, provided £P 16,700 for expenditure in 1935/36 on the Tulkarm-Nathanian road. Item 98 of Head XXVIII in the draft Estimates for 1936/37, however, gives the original estimate of cost as £P 12,200 and provides £P 12,200 for expenditure this year. Obviously the first figure is wrong (furnished by the D.P.W. with his P.W.E. estimates) and Mr Jones tells me that the £P 12,200 was provided on the assumption that this would be the required amount of the re-vote from 1935/36. Actually the re-vote required is (as usual) more; but the fact remains that Government contemplated spending £P 16,700 on the work whereas in fact it is hoped to complete it for £P 14,150. It is all very involved, but it follows that even if we admit this ex gratia payment to the contractors named in (32) we shall still build the road for £P 2,550 less than was first supposed.

4. It is clear, I think, that these contractors would experience great difficulty in establishing their grievances in law; but, having regard to the type of contractor with whom the P.W.D. had to deal in this instance, there is something to be said for treating them more generously than legally (if I am right) we are bound to do. I doubt if it is necessary to trouble the A-G. about the legal position and I shall be grateful for your opinion as to whether the proposal in para: 6 of (32) should be

accepted or otherwise. The facts seem to indicate that there is more to be said for Ali Sleem and Hamad Mohd. Saleh than for Musa Ghoul, since the first two are the sufferers by a misunderstanding of the terms of the contract while the latter's true grievance seems to lie against other contractors.


for C.S., 22. 8. 36.

Att 1/9

(34)

Chief Secretary.

There are two claims for losses by contractors set out at (32) as under :-

(a) Loss estimated at £P.1,500 due to

(1) misinterpretation of terms of contract which resulted in an estimated loss £P.910.250;

(2) unprecedented shortage of labour which resulted in part of work being taken over by Public Works Department at increased cost ^{to} of contractors - estimated loss approximately £P.589.

The Director of Public Works does not consider that there is any legal claim against Government but recommends payment by Government of half £P.910.250, say £P.455.125 under (1) above.

(b) Loss stated by contractor to be £P.250

but assessed by Director of Public Works at £P.115.200 due to the delay of other Government contractors in supplying him with stones and preparing the earthworks for the soling work he contracted to do.

These failures were also due to shortage of labour. The Director of Public Works considers this claim legitimate and recommends payment of £P.115.200 mils.

2. Before considering the claim under (a) I should like to see a schedule of all tenders received for the ^{work} ~~month~~ showing the percentage of the prices as compared with Public Works Department rates. It is stated by the Director of Public Works at (32) that certain of the tenderers realised the position as regards the obligations for transport of earth and back filling. He should indicate on the schedule which tenderers, in his opinion, did so.

3. The Attorney General should advise whether Government is liable in respect of the claim at (b) and whether Government could claim against the other contractors who by failing to carry out their contracts were responsible for the additional expenditure on this contract.

4. The Director of Public Works should also be requested to elucidate the financial position. The actual expenditure on this road in 1935-36 was £P.14,652 out of provision of £P.16,700 which does not agree with the statement in para.3 of (33) that a revote of more than £P.12,200 would be required.

1.9.36.

GA
Treasurer.

(35)
DPW — Will you kindly
comply with (34). I also
find the financial position
very hard to understand,
and § 3 of (33) was

GOVERNMENT OF PAKISTAN
CHIEF SECRETARY'S OFFICE
REGD. CIV

1 SEP 1936

written on the strength
of information furnished
telephonically by Mr
Jones.

Shaw
P.C. 2.9.36.

(36)

Chief Secretary.

I regret the telephone discussion between Mr. Shaw and myself should have resulted in a misunderstanding regarding the financial position, what I intended to convey was that LP.12,200 had been asked for in the 1936/37 Estimates (Head XXVIII Item 102) which with the unexpended balance of LP.2,047, as a revote, from Head XXVII Item 102 of the 1935/36 Estimates would amount to LP.14,247 for the completion of the work this year.

2. To clarify the matter the financial position is as follows :-

Budget provision 1935-6 (XXVII Item 102)	LP. 16,700
Actual Expenditure "	14,653
Unexpended balance to be revoted in 1936-7.	LP. 2,047

Budget Provision 1936-7 (XXVIII Item 98)	12,200
Revote from 1935-6	2,047

Estimated total required to complete work.	LP.14,247
	=====

Total cost of work will be	
Expenditure 1935-6	LP.14,653
Estimated " 1936-7	14,247
	LP.28,900
	=====

3. The LP.16,700 voted in 1935-6 was the first approved Estimate for earthwork culverts and soling only. As this work could only be 88 o/o completed, it was necessary to apply for a revote of LP.2,047 to complete the outstanding 12 %.

The LP.12,200 approved in 1936-7 is a second approved estimate for metalling, asphaltting etc. required to complete the whole job and is supplementary to the LP.16,700 voted last year.

I trust this is now clear but might add that both original estimates were framed on the assumption that Arab labour would be used throughout.

4. The attached schedules show the complete list of tenders received for earthwork. I have underlined in red pencil those tenders which in my opinion indicate that the tenderers realised the position with regard to back filling and transport involved.

H. C. Jones
✓ DIRECTOR OF PUBLIC WORKS.

S5.
12th September, 1936.

RECEIVED
CHIEF SECRETARY
14 SEP 1936

(37)

The A.G.

Referring to (32) et seqq:
only, will you be so good
as to advise on the
question asked in §3 of
(34) : i.e. as to legal
position of Government
vis-à-vis contractor Mohd:
Musa Ghoul who is
referred to in §5 of (32).

[Signature]
15.9.36.

17/9

(38)

C.S.

I am unable to find any copies of the contracts
concerned. May I see these please.

[Signature]

ATTORNEY GENERAL.

17.9.36.

(39)

D/P.W.

Will you please furnish copies

[Signature]

17/9/36

(40)

Copies of the Contracts forwarded
herewith.

[Signature]

D.P.W. 26/9/36.

GOVERNMENT OF THE NETHERLANDS
CHIEF SECRETARY'S OFFICE
JEN. KULEM
26 SEP. 1936
C.S.

40^a - 40^f.

A.G.

(41)

(37) and (40) referred.

[Signature]
28/9/36.

(42)

C.S.

The only question to be answered in this file is the one raised in paragraph 3 of (34), i.e., as to the legal position of Government vis-a-vis the contractor Muhammad Musa el Ghouli of Silwan.

2. The facts of the case are not clear, but so far as I can gather the contractor in question took the contract for the laying of soling stones, which were to be supplied by another contractor. The latter contractor failed to produce sufficient stones under the terms of the contract which was made between him and Government, principally on account of the difficulty of getting labour. In addition, the formation was not always ready for him, again on account of the shortage of labour experienced by the other Government contractors for earthwork.

3. It would, therefore, appear that it was no part of the duty of the contractor in question, but that of the other contractors, to supply the stones, etc. His only duty was to carry out the contract for the laying of soling stones. As against this contractor it was, therefore, Government's duty to supply him with the stones, etc. in order to enable him to carry out his contract for the laying of soling stones. Government, however, through the failure of the other contractors, failed to fulfil such duty as against the contractor in question. The latter has, therefore, a

(42) continued.

legitimate claim against Government by reason of this default. On the other hand, Government may, of course, have a right of recourse against the other contractors who failed to supply Government with stones, etc.

15:10:36.

(421)

ATTORNEY GENERAL.

Handwritten: from 9/P. W. - 15.10.36
(43)

Handwritten: Treasurer.

Handwritten: Please refer to your minute at.

(32). The information regarding in that minute has now been furnished by the D.P. and the Ag. at (36) and (42) respectively.

Handwritten: Sent
20/10/36
(44)

Chief Secretary.

I have the following observations on (32) :-

Para.1(a) - Surely it is the custom to invite tenders in Arabic for Arab contractors and in Hebrew for Jewish contractors ? It is dangerous to depend on a translation by a technical assistant of "plans and documents" in English. But what was the English technical expression - which has no Arabic equivalent - used in contract documents ? Also, was the necessity for "the transport of a large quantity of earth excavated from high ground and required to be back

filled over low ground at considerable distances away" a specific requirement of the Public Works Department, or was this requirement left to the imagination of the tenderer as being necessary for the carrying out of the contract? If the former, why was the omission from tenders not observed before contracts were ^{awarded} ~~amended~~? If the latter, in my opinion, the contract has no moral or legal claim against Government for his omission to provide for transport.

Para.1(b) and (c) - I do not think that the plea of shortage of labour in 1935 at reasonable rates is a justifiable reason for default if the currency of contracts was within a reasonable period of the invitation of tenders. But what are the facts? Contractors must take risks; and it is unfair to those contractors who tendered at higher rates to grant compensation for "reasonable" risks. The public tender system completely fails if this is done.

Para.5 - I entirely agree with the Attorney General's opinion at (42); but again, what are the facts? What action has been or can be taken against the contractor's responsibility for providing the soling? Surely it is bad to divide a contract in this manner.

2. It might be well if Mr. Jones discussed the matter with me personally; but it is useless unless he brings with him all the relevant documents and facts.

2.11.36.

Wm.
Treasurer.

(45)

D.H.W.

Please see (44).

Perhaps Mr. Jones would have



preparing minute and arrange to discuss the
question with the Treasurer.

list
3/4/36

file returned today
H/12

(46)

Letter from D.P.W. - 4.12.36.

H/12

Fulham. Nathaniel Road.

(47)

Reconvened

I am to report you about it

(46).

list
1/12/36

H/12

(48)

CS I think I ought to authority
for increased provisions
in this year's draft
estimates should be
sought.

21/6 & 2/9/12



(49)

C.S.

Indi. telegram submitted. f.a.

fish

6/12/86

See (46 and (48 herein;
also (28 flagged and
(30 in W/248/35 beneath.

J

10/12/36

J 10/12.

(50)

Telegram NO 994 to S/B. - 11.12.86.

(51)

C.D.

L/F copies of (50) to
Tr. Aud + D/P.W. f. 14/12

(52)

15.12.36

(50)

Tr. Aud + D/P.W.
infra

Bu 17/12 - (50)

Bu 21/12/36 - 50.

WV 45

A.S.

3 Bu. again on

28/12/36 - (50)

(45) will then be
referred again to
D.P.W. fua. H²³_{in}

for

A.S.

We have not yet
received a reply to

(50). H²⁹_{in}

K.V. 45

Trapi Telegram furnished

for

29/12/36

(54)

I don't like telegraphic re-
minders unless absolutely
essential. Does D.P.W. press
for this? If not, a d-o
by Air Mail might serve
equally well. (50) is only
18 days old, with Christmas
intervening.

[Signature]

29.12.36.

(55)

Telegram No 740 from S/State - 31.12.36, authoris-
ing expenditure on the Tul karn Nattanya road.

H¹₃₇

(56)

C.O.

1/2 copies of (55) to

Tr. Aud & D.P.W. f. w. (52).

H¹₃₇

(57)

2.1.36

in (55)

Tr. & D.P.W.

with

C.O.

Also copy of (55) to Auditor's

H¹₃₇

K.V. Auditor

58

7.1.37

55

Auditor

58

J.P.W.
Executive

A.S.
P.A.

As referred to you under

reference to (51).

first

9/1/17

(60)

Chief Secretary.

With reference to para.2 of (44), I have discussed this matter with Mr. Caryer.

2. On the first claim in (32) the Director of Public Works suggests payment of a sum of £P.455.125 mils to the contractors owing to the fact that they misunderstood the terms of the contract and that shortage of labour became acute when the works fell to be executed. The second claim is referred to in para.5 of (32) and is dealt with by the Attorney General in (42). In this case the first contractors (referred to above) were unable to supply the second contractor with soling material owing to shortage of labour and further delays were occasioned by the same cause, because the formation was not always ready for him. Payment of a sum of £P.115.200 mils is recommended in this case.

3. Mr. Caryer informs me quite definitely that in the circumstances obtaining when the contractors were offered the contracts Government could not have executed the work for less money than the cost now proposed, i.e. the original sums payable under the contracts plus the additional payments now recommended. He further informs

me that payment of these amounts will not cause any excess on the amount voted for the construction of the road.

4. In his minute at (44) the Treasurer points out the absurdity of inviting in English for tenders from Arab contractors. This is a matter which, I think, should be remedied and the attention of the Director of Public Works should be drawn to the need.

5. Having considered all the circumstances, in full and final settlement I recommend that payment/should be made to the contractors of the sums recommended by the Director of Public Works, namely :-

	£P.mils
(a) To the three contractors mentioned in para.1 of (32) a sum of	455.125
(b) To the contractor mentioned in para.5 of (32) a sum of	<u>115.200</u>
Making a total of	<u>£P.570.325</u>

17.2.37.

S. N. Adams
Acting Treasurer.

(61)

Please see (60), with reference to (32) and (44).

2. Letter Enclosed to,

for
22/2/37

(62)
20. *[Signature]*
23/2

(63)

Letter to C/P.W. - 24.2.37

RA. [Signature]



(64)

Memor.

Have reference to (12), can you say what
payments have been made and by how much
Contributors towards the cost of this road?

For
26/2/37

Rs. 2.37

(65)

C.S.

The District Commr. should be requested to
give the information requested enclosed No. 1.
Date of the Vouchers in the case of each
payment.

5/3

C.S.

2nd of March

5 MAR 1937

18/2/37

(66)

Letter to D.C. N. D. - 8.3.37

(67)

Copy of a letter from D.C. N. D. - 18.3.37

Bel. 28/3 - (66)

For

A.S.

(67)

for

34.

11/4/37 - progress
H. 2/3

H. 12/3

Letter from D.C. N.D. - 25.3.37
Tulaporem Nakhanya Road.

Bel. 18/4 - (68)

F. 24/3

Reminder is being
sent on 15/31/37.

Bel. 18/5

Bel. 26/5

Further action is proceeding
on 15/31/37. P.A.
H. 27/5

(69) D.C. Larnar - 186 - 18.2.42

22.1.42

Regarding
R. L. L. 475/41 at H. 11/5

70 D.F.S. P.S.

(69) submitted. The Auditor's report referred to is at (1a) of G 75/41. I have marked with an "X" the ^{to the word} references on p. 1 & 3 therein.

* § 1.2 of (60)

§ 3 of (6), § 3 of (12)

§ 4 of (26) & § 4 of (27a)

herein; also § 2 of (2)

§ 2 of (3), (7) & (11) of

15/31/37

2. There are a few references^{*} to the question of these contributions on our files but none of them throws any further light on the subject. The D.C.'s letter states the issue very clearly.

3. I approve his recommendation in § 6 (2).

4. For the reasons given by the D.C. ¹⁸ 22/3. and as nearly five years have elapsed during which period Govt failed to maintain its position in the matter, I agree with his recommendation.

15/31/42

P.A.
24/9.

D.F.S.

I gather from para.3 of (12) that the construction of a soled road from Tulkarm to Nathanya was always intended to be a charge against public funds and that the contributions suggested were to be in respect of surfacing only. I can trace no reference to any suggestion that the decision to surface this road was made dependent upon contributions being made by Nathanya or the other centres directly benefiting from the road, and for that section at least of the road which joins Tulkarm with the boundary of Nathanya Township I agree that no further contribution should be asked for.

2. The position inside Nathanya Township may be somewhat different. I do not dissent from the view that the proposal made by the District Commissioner in para. 6(2) of (6) should apply to this short section also but I should like to know what the present arrangements are for the maintenance of this section. Is it a responsibility of the Nathanya Local Council or of the Director of Public Works? and, if of the latter, Does the Local Council contribute towards the recurrent cost? At first sight it seems to me that maintenance within the Township should be the responsibility of the Local Council. If that is the case, I agree with para.6(2) of (69) without reservation.

24.3.42.

C.M.

m. fuller. 24/3

(72) D.C. Samaria — 28.3.42.

PAU. 15.5.42 - (72)

with 10/4/42
C.G./7/42 30.3.42.

73) D.C. Samaria — 886 — 29.4.42

SD
1.3.42

(74) D.C. Samaria — 8.5.42.

PAU. 8.6.42 - (74)

SD
8.5.42.

75) D.C. Samaria — 886 — 13.5.42
To Dist. Eng. H.A. 24, Copy 6 C.S

76) D.C. Samaria — 886 — 13.5.42

(77) Mr. Fuller

(76) for information at this juncture

SD
17.5.42

By 2/6/42
24/5.
By 22/6/42
24/6.

78) D.C. Samaria — 886 — 13.6.42

(79) Mr. Fuller

(78) Submitted for information

SD

16.6.42

Bu 22/6/42

22/6/6.

Bu 8/7/42

22/7/15/6.

Bu 8/8/42

22/8/23/2.

ML 20.7.42

SD
13.42

(80) To D.C. Samaria — 13.8.42.

ML 24.8.42

(80)

SD
12.8.42

81) D.C. Samaria — 884 — 18.8.42

82) D.C. Samaria — 886 — 18.8.42

SD

21.8.42

Bu 13/9/42

22/9/21/5.

83) D.P. W — 9/33/4/4 — 21.8.42

(84) Mr. Fuller

Also (83) is submitted for information.

SD

23.8.42.

Bu 13/9/42

22/9/24/8.

85) D.P. W — 9/33/4/4 — 22.8.42

(86) W.C. Samaria Dist — 886 — 2.9.42

Bu 2/10/42.

2/10/21/9.

(87) To D.C. Samaria Dist. — 9.10.42

B.V. 29. X. 42 (87)

C.S.

89) Ms. Tullis

Folio (88) is submitted for your inf. Pl.
S. C.

90 D.F.S.

- W. r. t. § 2 of min (51) pl. see folio. (72), (73) (74) & (88).
2. I will now inform the D.C. that § 6(2) of fol
(69) is approved.

22/10.

I agree.

22/10.

(91) To D.C. Samaria — 27. 10. 42.
copy to auditor.

P.L.
28/10/42.

P.A.
28/10/42.

(1)

Extract from D.C.'s X.D. Monthly report
for February 1934.

1. His Excellency's attention was invited to the advantages of undertaking the construction of four kilometres of the road which will eventually join Tulkarm with Nathaniya. This work will furnish, inter alia, an opportunity of providing the Wadi Havarith Arabs with remunerative employment. I have submitted detailed proposals for their relief to the Development Officer. I find the southern section have sold manure to the value of £1,000 last year to Nathaniya and many of the northern section are finding employment with Jewish villages.

Any reply should be addressed to
The DIRECTOR OF PUBLIC WORKS
P. O. B. 585,
Jerusalem.
Telegrams: "WORKS JERUSALEM".
Telephone: No. 1081 Jerusalem.

In reply please quote

9/97

4

GOVERNMENT OF PALESTINE,
CHIEF SECRETARY'S OFFICE
JERUSALEM
12 JUL 1935

GOVERNMENT OF PALESTINE,
PUBLIC WORKS DEPARTMENT,
JERUSALEM.

July 10th, 1935

Chief Secretary,

*I should like to
discuss this with
[Chief of staff
to Mr. ...]*

Subject : Tulkarm - Nathaniya Road.

4a

I attach copy of a note sent by me on 12.6.35
to Private Secretary for information of His
Excellency.

2. Since writing this note detailed estimates
and tenders have been received and the District
Commissioner Northern District and Assistant
District Commissioner Samaria have each represen-
ted to me the urgency of providing an all weather
road from Tulkarm to Nathaniya settlement before
the advent of the next rains.

3. Estimates received prior to receipt of
tenders, indicated that we could :-

- (a) Complete a first class road, soled,
metalled and asphalted from Tulkarm
to the junction with North road near
Nathania Police Post, a distance of
11 kilometres, for the sum of
LP.16,200.
- (b) Provide formation, bridges, culverts
and soling only from Tulkarm to the
Eastern boundary of Nathania colony,
a distance of 15 $\frac{1}{2}$ kilometres, for
the sum of LP.16,200.

4. Since these estimates were prepared we have
received tenders for the supply of stone on this
road and the lowest vary between 9% and 19% above
our estimates for the various sections of the work.
Assuming that an increase of say 15% will apply
equally to all sections of the work it would appear

that the LP.16,700 provided in the estimates of this year for the above road will be short of some LP.2,000 to complete either programme (a) or (b) in para(3).

5. In the meantime instructions have been issued to proceed with bridges, culverts, formation and soling only up to the junction with the North Road at Nathaniya Police Post. As soon as I know more definitely whether programme (a) or (b) is to be adopted I will be in a position to report more closely on the financial position.


 f. DIRECTOR OF PUBLIC WORKS.

Copy to: District Commissioner,
 Northern District ref.
 his 214/164 of 2.7.35.

" " Asst. District Commissioner
 ref. conversation Mr. Pudsey - Mr. Foot.

K3.

9/97

June 12th, 1935

Dear Poston

Yesterday His Excellency asked me over the telephone to give him certain information with regard to the Tulkarm - Nathanya Road.

The length of the road from Tulkarm Station to the point where it will later cross the Jaffa - Haifa Road is approximately $10 \frac{1}{2}$ kilometres. From this point going westward to the coast line at Nathanya is approximately $5 \frac{1}{2}$ kilometres.

Last year we spent LP.5,000 in soling and chinking 6 kilometres of road going westward from Tulkarm over the cotton soil. This year we have provided on the Estimates LP.16,700 which will suffice to completed the road asphalted to a point somewhere North of Beit Lid and if we receive favourable contracts it is very possible that the road could be completed to the eastern end of Nathanya.

His Excellency wishes this information as soon as possible as he intends visiting Nathanya to-morrow.

Yours sincerely

Intld. F.P.

4. Road from Tulkarm to Nathaniya.

6

There is provision of LP 16,700 in this year's

Estimates, approved, for the construction of an all-weather metal ^{and} asphalted road to Nathaniya Police Post about 4½ kilometres from Nathaniya or alternatively for soling and metalling all the way to Nathaniya.

It now appears that LP 2000 more will be necessary for either purpose owing to the increased cost of stone etc., but I was always under the impression that our intention was to provide all-weather communication right to Nathaniya before rains set in this year and I understand that it is the view of the District Commissioner and of Mr. Foot with which I entirely agree, that the money available in the Estimates plus LP 2000 should be spent this year on soling and metalling the entire length of the road to Nathaniya.

Asphalting the surface may cost LP 10,000 more, that will be done next year and we might get a contribution from the land owners and villagers concerned.

G.P.
15.5.7

(111)

- C O P Y -

W/45/34.

CHIEF SECRETARY'S OFFICE

JERUSALEM,

PALESTINE,

24th July, 1935.

Director of Public Works,

I am directed to refer to your letter 9/97

(14) dated the 10th of July, and to authorise you to carry out proposal (b) : namely, to provide formation, bridges, culverts and soling only for the 15 kilometres odd of road from Tulkarm to Nathaniya.

2. The report promised in the last sentence of your letter will be awaited.

3. I am to enclose a copy of a letter which has been addressed to the District Administration in this matter.

(12)

Sgd. J.V. Shaw.

for CHIEF SECRETARY.

W/45/34

24th July, 1935.

District Commissioner,
Northern District.

4

(11.1) I am directed to enclose a copy of a letter from the Director of Public Works concerning the Tulkarm - Nathaniya road and to say that the Public Works Department has been authorised to carry out proposal (b): namely, to provide this year an all weather road, exclusive of surfacing, from Tulkarm to Nathaniya.

2. In conversation between Mr. Hall and Mr. Foot it was understood that the inhabitants of Nathaniya themselves will greatly prefer to have a soled road to Nathaniya than the alternative of a finished road to the police post 4½ kilometres away; and that proposal (b) has your support also.

3. Nathaniya, Haj Nimr Nabulsi and Kafr Yona should ^{be approached} with a view to contributing mutually towards the expense of surfacing. His Excellency hopes you will endeavour to obtain from the people as large a proportion of the cost as possible, and you are authorised to notify them that, if they will subscribe such sum as you and the Director of Public Works agree to be fair, there is every probability of the road being surfaced in 1936.

Despatched	by	<i>Am. Hall</i>
Received	by	<i>Am. Hall</i>
Issued	by	<i>Am. Hall</i>
File copy typed by		<i>Am. Hall</i>

CHIEF SECRETARY.

V/45/34.

21 September, 1935.

Director of Public Works.

(4)

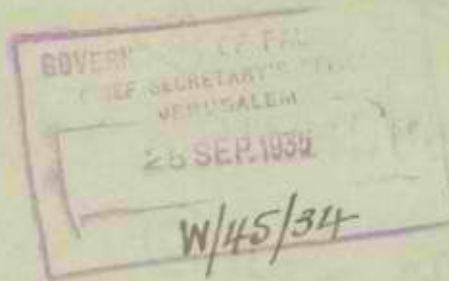
I am directed to refer to the concluding sentence of your letter No. 9/97 dated the 10th July, 1935, and to inquire if you are now in a position to report further, as promised, in the matter of finance relative to the Tulkarm - Nathaniya road.

(sgd) J. V. SHAW

ACTING CHIEF SECRETARY.

Drafted)	Mr. Shaw
Dictated)	
Draft approved by	
Fair copy typed by	EM.

9/97



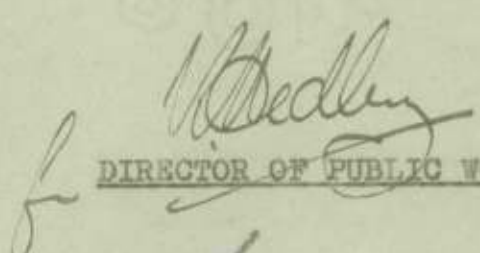
September 24th, 1935

Engineer in Charge,
Nablus District

Subject : Tulkarm Nathanya Road.

Now that contracts have been let for the major portion of the work necessary to provide a soled road to the boundaries of Nathanya Colony - please submit an amended detailed estimate showing what expenditure will be necessary during current financial year to enable the work to be completed. (*formation, bridges & culverts, soling*)

You should deduct from total required the allocations already received to date and show the balance still required.


DIRECTOR OF PUBLIC WORKS.

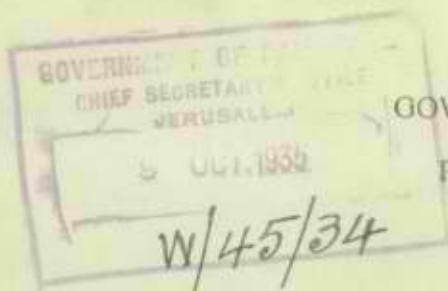
Copy to: Chief Secretary
ref. his W/45/34 of 21.9.35.

K3.

Any reply should be addressed to
The DIRECTOR OF PUBLIC WORKS
P. O. B. 585.
Telegrams: "WORKS JERUSALEM".
Telephone: 1081 Jerusalem.

In reply please quote

9/97.



GOVERNMENT OF PALESTINE,
PUBLIC WORKS DEPARTMENT,

JERUSALEM.

October 9, 1935.

Chief Secretary.

Subject:- Tulkarm-Nathaniya Road.

Reference:- My 9/97 of 10-7-1935.

(4)
With reference to paras 4 and 5 of my
letter under reference and your W/45/34 of
(17)
21-9-1935 - revised estimates indicate that
I shall be able to complete formation,
bridges, culverts and soling on the above
road, up to the entrance to Nathaniya
Colony, for the LP.16,700 available in
current budget.

Satisfactory.
[Signature]

[Signature]
f DIRECTOR OF PUBLIC WORKS.

X4.

W/45/34

Copy placed on W/80/34

5th November, 1935.

Director of Public Works.

I am to ask for information as
to the present position in regard to

W/45/34 (a) the construction of the road from
Tulkarm to Nathaniya;

copy on W/80/34 (b) the water supply of Anebta.

(Sgd) MAX NUROCK

ACTING CHIEF SECRETARY.

W/45/34

(21)

~~O.A.G.~~

I am informed by Mr. Hedley that the road from Tulkarm westward to Nathania will probably be completed by the 15th December.

I am sending a copy of this note to the Assistant District Commissioner, Samaria.

5-11-35.

W.C.B.

[Signature]
6/11/35.

P.O.

Any reply should be addressed to
The DIRECTOR OF PUBLIC WORKS
P. O. B. 585.
Telegram: "WORKS JERUSALEM".
Telephone 1081 Jerusalem.

In reply please quote

9/97



22

GOVERNMENT OF PALESTINE,
PUBLIC WORKS DEPARTMENT,

JERUSALEM.

5th November, 1935.

Chief Secretary.

Subject:- Tulkarm - Nathania Road.

----- 22G

I forward herewith a copy of letter No. 2/4 of 29.10.35 from Engineer in Charge, Nablus District, reporting that a number of trees, valued at LP.91.400, will have to be cut in connection with the construction of the Tulkarm-Nathania road and I shall be glad to receive your authority for the payment of this amount, as compensation to the owners of the trees. The expenditure will be met from the funds provided for the construction of the road.

[Signature]
f DIRECTOR OF PUBLIC WORKS.

2/4

226

29th October, 1935.

Director of Public Works,
Jerusalem.
-----Subject:- Tulkarm - Nathanya Road.

The following trees are involved in
the new Tulkarm-Nathanya Road and must be cut
down to afford a clear road:-

20 large orange trees @ LP.3.500, each	LP.70.000
10 eucalyptus trees (medium size) @ LP.0.500, each	5.000
15 eucalyptus trees @ LP.1.000, each	15.000
7 eucalyptus trees @ LP.0.100, each	--.700
7 trees - various - @ LP.0.100, each	--.700
Total	LP. 91.400 =====

The owner, Ragheb Eff. Sukhun, planted
these trees in 1930, before the declaration of
this road under Sections 3 and 4 of the Width and
Alignment of Roads Ordinance in Official Gazette
No.300 dated 1.2.32.

The figures quoted above have been
recommended by Agricultural Officer, Tulkarm, and
agreed to by District Officer, Tulkarm.

I consider this claim is just and should
be glad to have authority to meet it from funds in
my possession.

Sgd. H.C. Gill.
ENGINEER IN CHARGE
NABLUS DISTRICT.

Copy to: A.D.C. , Samaria,
2, D.O. Tulkarm.

W/45/34.

14 November, 1935.

Director of Public Works.

I am directed to refer to your letter No. 9/97 of the 5th November, 1935, and to authorise the payment of compensation not exceeding L£ 91.400 mls to owners of trees which will be cut in connection with the construction of the Tulkarm - Nathania road on the understanding that the total approved provision for the construction of this road is not exceeded thereby.

(sgd) D. C. Thompson

CHIEF SECRETARY.

Drafted) by _____
Dictated)
Draft approved by W. C. Thompson
Fair copy typed by Self

- W/45/34
4. Mr. Hedley states that the Tulkarm - Nathania Road should be completed before October 1936.

Mr. Foot hopes for a contribution of £.3000 towards its cost.

Any reply should be addressed to
The DIRECTOR OF PUBLIC WORKS
P. O. B. 585.
Telegram: "WORKS JERUSALEM".
Telephone No. 1081 Jerusalem.

In reply please quote

9/97.

GOVERNMENT OF PALESTINE
PUBLIC WORKS DEPARTMENT,
JERUSALEM.

20 MAY 1936

W/45/34

May 18, 1936.

Chief Secretary.

Subject:- Tulkarm-Nathanya Road.

See X of (27)
in W/248/35

(27a)

With reference to the scheduling of the completion of the Tulkarm-Nathanya road for execution by Jewish labour I attach copy of letter T/140/40-2-1636 of 11-5-1936 from Assistant District Commissioner, Samaria, and shall be obliged if you will inform me whether, under the circumstances, the suggested division of the work between Jewish and Arab labour can be approved. I am in agreement with the suggestion myself and consider that, under present circumstances, it is the only feasible solution.

f Actg. DIRECTOR OF PUBLIC WORKS.

Copy to: Assistant District Commissioner,
Samaria.

" " Engineer in Charge,
Nablus District.

K4.

COPY

T/140/40-2-1636.

11th May, 1936.

270

Engineer,
i/c Nablus District,
Nablus.

I refer to our recent conversations regarding the construction of the Tulkarm-Nathanya road and I wish to make the following proposals for your consideration.

- (a) that the Tulkarm-Kafr Yona section should be carried out by Arab labour;
- (b) that the Kafr Yona - Nathanya section should be carried out by Jewish labour;
- (c) that work on the Kafr Yona - Nathanya section should not be delayed on account of delay in payment of the local contribution, i.e. LP.3000. (I am calling on the settlers concerned to make an early payment and to give a properly executed guarantee to pay the remainder);
- (d) that I should at once privately approach the Jewish Labour Federation and find out whether the Federation is willing and anxious to do the work;
- (e) that tenders should at once be called for in respect of the Tulkarm-Kafr Yona section and the work then put in hand as soon as possible (on the assumption that sufficient Arab labour is then available).

Jewish

Arab

2. I shall be grateful if you will inform me whether it will be possible to carry out these suggestions (I am taking action on suggestion (e) on the 14th May).

Signed: H.M. Foot

ASSISTANT DISTRICT COMMISSIONER
SAMARIA.

30

26 May, 1936.

DIRECTOR OF PUBLIC WORKS.

Subject : Tulkarm-Nathanya Road,

I am directed to inform you that Government agrees with the division of work on this road between Jewish and Arab labour which has been suggested by the Assistant District Commissioner, Samaria and is accepted by your Department as the only feasible solution in the present circumstances.

I am accordingly to authorise that the work be put in hand at once under that division of labour.

CHIEF SECRETARY.

* Any reply should be addressed to
The DIRECTOR OF PUBLIC WORKS
P. O. B. 585.
Telegrams: "W. KS JERUSALEM".
Telephone: 42 1381 Jerusalem.

In reply please quote

9/97.



32
GOVERNMENT OF PALESTINE,
PUBLIC WORKS DEPARTMENT.

JERUSALEM.

August 19, 1936.

Chief Secretary. W/45734

Subject:- Tulkarm - Nathanis Road.

The original six contracts for the earthwork of above were taken as to three by Ali Sleem and three by Hamad Muhammed Saleh, both of Nablus. Their combined tenders amounted to LP.2,660 or 6% above P.W.D. rates at LP.2,510, but from their point of view the job has been a financial disaster, due to causes outlined in heads as follows :-

(a) They both entirely misunderstood the full meaning of an English technical expression - which has no exact Arabic equivalent - used in the contract documents. Following usual custom the men invited to tender duly called at the office of the Engineer in Charge, Nablus District, and the plans and documents explained to them in Arabic by a technical assistant. It is possible the explanation may have been inadequate but ^{more} / probably that these men jumped to a premature and inaccurate conclusion, but as a result their tenders made no allowance for the transport of a large quantity of earth excavated from high ground and required to be back filled over low ground at considerable distances away. This of course was not realised when signing the contracts. A reference to the tenders indicates that the position was correctly realised by some of the tendering firms since the total of the highest tenders was approximately LP.3,562 or an average of 42% above P.W.D. rates.

(b) On starting the work the contractors were confronted with an unprecedented shortage of labour, due

to the departure of many local Arabs to Tel Aviv and Haifa where work was available at rates far exceeding the usual rates in Tulkarm District and allowed for both by the contractors and in the P.W.D. estimate based on past experience. This difficulty of the men was reported by the Engineer in Charge, Nablus to the Assistant District Commissioner, Samaria and District Officer Tulkarm, but they were unable to assist.

(c) The difficulties of the contractors arising from (a) and (b) above led to P.W.D. taking over part of the work departmentally but at their expense, during Ramadan and citrus packing season in the hope of completing the job before the rains. The cost of this naturally exceeded the contractors' estimates and resulted in further loss to them.

2. It is not considered the contractors have any legal claim on Government but on account of the circumstances stated in paragraph 1 I am of the opinion that the matter is worthy of sympathetic consideration, as the contractors undoubtedly committed a genuine mistake in their figures for earthwork transport, also they were unfortunate in the scarcity of labour at the time. It may be added the value of transport alone for which they made no allowances has been computed by the Engineer in Charge, Nablus, and he estimates their loss on this head at LP.910.250 mils, while their total loss probably exceeds LP.1,500.

3. It has been explained to the men and they now understand that their grievous state is partly due to their inability to properly understand the terms of their contract and partly to causes beyond their control, but for which Government cannot be blamed.

4. I therefore submit that it would be a gracious act on the part of Government if it took over a moiety of the

loss sustained by them under head (a) viz: LP.455.125 mils, apportioned as to LP.378.562 mils to Ali Sleem and LP.76.563 mils to Hamad Mohammed Saleh. It will be noted that these payments - if authorised - would increase the contract amounts to LP.3,115 or only 24% above P.W.D. rates, and I should be glad to have your decision in due course.

5. There is a further but quite legitimate claim by another contractor - Muhammed Musa Ghoul of Silwan near Jerusalem. He took the contract for the laying of soling stones, which were to be supplied by another contractor. The latter contractor failed to produce sufficient stones under the terms of his contract principally on account of the difficulty of getting labour mentioned under head (b) to enable Musa Ghoul to work continuously. In addition, he was faced with the fact that the formation was not always ready for him, again on account of the shortage of labour experienced by the contractors for earthwork. Musa Ghoul's men were therefore too frequently idle and he was required to bear excessive overhead charges, on account of delays caused through no fault of his, in order to complete his contract. His original claim amounted to LP.250, but has been carefully scrutinised and a figure of LP.115.200 mils has been assessed by me and finally agreed to by him.

6. I should be glad to have your authority to pay the foregoing amounts totalling LP.570.325 mils from the vote for the road Head XXVII, Item 98.

✓
XXVIII

K. A. Jones
DIRECTOR OF PUBLIC WORKS.

*His grouse
then, is
against
the other
contractors,
not Govt.*

Any reply should be addressed to
The DIRECTOR OF PUBLIC WORKS
P. O. B. 585.
Telegrams: "WORKS JERUSALEM".
Telephone: 1081 Jerusalem.

In reply please quote

9/97

GOVERNMENT OF PALESTINE
PUBLIC WORKS DEPARTMENT
JERUSALEM
W/45/34
30 JUL 1936

31

GOVERNMENT OF PALESTINE,
PUBLIC WORKS DEPARTMENT,
JERUSALEM.

July 29th, 1936

Chief Secretary,

Subject : Tulkarm Nathaniya Road.

3/9

I forward for your information
a copy of letter No.2/4 of 25.7.1936
received from Engineer in Charge Nablus
District.

H. C. Jones

✓ DIRECTOR OF PUBLIC WORKS.

D3.

319

July 25th, 1936

Director of Public Works,
Jerusalem,

Subject : Tulkarm - Nathaniya Road.

The Solel Boneh have not yet begun work,
but it is hoped they will do so soon.

Lack of Public Security.

'Abdulla Jamous, Overseer on this Section,
a Moslem, was attacked in his tent on the night
of 23rd instant by masked men. He was bound and
laid in the side drain, and his tent and property
burnt. Trying to run off he was shot at twice,
but escaped injury and found shelter in Umm Khalid.
He has given evidence to the Police re this attack.
and I have arranged with District Engineer, Jaffa,
to forward a Jewish Overseer; for it is useless
working without supervision, if, indeed, work
can begin at all.

Sgd. H.C. Gill

ENGINEER IN CHARGE
NABLUS DISTRICT.

Copy

P.W.D. CONTRACT No. NA/58.

(1) Object of the Contract.

Contract made this 15th day of August 1935 between
the Acting Engineer in charge, Nablus District representing the Palestine Government
and Mr. Hamad Mohd. Saleh (hereinafter called the Contractor) for
Road formation over a distance of 1.487 kilometres on Tulkarm-Nathania
Road between Km.10.576 - Km.12.063.

as set forth in P.W.D. estimate Number NA/54 of 5-8- 1935 and
plans numbers N/83c & N/287A at 16 per cent above/below the rates entered in the abstract of
the above mentioned estimate, and in strict accordance with the following GENERAL CONDITIONS.

(2) Estimate and plans furnished to Contractor.

One copy of the estimate and plans shall be given to the Contractor for his guidance.

NOTE:- Plans and estimate to be signed by both parties to the contract.

(3) Adherence to plans and instructions.

The Contractor shall adhere minutely to the contract plans and to such further plans, details and instructions as may be issued by the District Engineer during the work.

(4) Variations.

The amount of the work as shown in the plans and estimate may be deviated from to an extent which shall not vary the amount of the estimate by more than 20% of addition or of deduction.

(5) The Contractor shall receive notice in writing of all variations and in the case of an increase of work shall be allowed a proportionate increase in the time allowed for completion of the whole work. Work additional to the approved plan and estimate for which the Contractor cannot produce the District Engineer's written order shall not be paid for.

(6) Any increase or decrease of work on an item exceeding 20% shall give the Contractor the right to claim a star price and the procedure of Clause 29 shall then apply.

(7) Adherence to P.W.D. Specification.

All items of work shall be carried out in strict accordance with the specifications of the Public Works Department, and to the entire satisfaction of the District Engineer.

(8) Rejection of inferior work and materials.

Any materials worked or unworked rejected by the District Engineer are to be removed forthwith by the Contractor and replaced by him at his own expense with others of approved quality.

(9) Any work rejected by the District Engineer as damaged or not in accordance with the plans or specifications of the Public Works Department shall be demolished forthwith and made good again by the Contractor at his own expense unless the District Engineer shall decide at his discretion, to allow the work to remain and to deduct the difference in value together with a fair allowance for damage. If the Contractor shall not remove rejected work within a reasonable period fixed by written notice, the District Engineer may remove it and deduct the cost of such removal and renewal from any sums which may be due to the Contractor.

(10) Contractor to be constantly on the work.

The Contractor or an agent empowered to act for him must be constantly on the work to receive the orders and instructions of the District Engineer.

(11) Employment of efficient men.

The Contractor shall employ as agent, foremen, artificers or labourers only those who are efficient and of good character. The District Engineer shall have the right to call upon the Contractor to remove from the work and to replace any persons whom he considers to be incompetent or unsuitable. The Contractor shall provide a competent all round foreman in charge of the work who shall not be changed except with the consent of the District Engineer.

NOTE:- Strike out last sentence when work is under £P. 500.

(12) Payment of employees.

All foremen artificers and labourers employed on the work shall be in the direct pay of the Contractor.

(13) Date for commencement and numbers to be employed.

The Contractor will be given notice in writing when the site is ready to be handed over. Thereupon the Contractor shall commence the work within three days and shall carry it out with all due diligence and in regular progression, with such numbers of artisans and labourers as in the opinion of the District Engineer are necessary to complete the work within the time specified in clause 15.

(14) Failure to commence work.

The D.P.W. shall have the right to cancel the contract and to forfeit the Contractor's deposit; should the Contractor fail to commence work at site within the period fixed by Clause 13 and/or should the Contractor decline at any time to commence or ~~continue~~ the work including such increases, decreases and variations as may be ordered by the District Engineer in writing in pursuance of Clauses 3, 4 and 5.

(15) Time allowed.

The time allowed for completion of the work shall be sixty days ~~calendar months~~ counting from the date of the District Engineer's written notice to the contractor handing over the site.

(16) Damages for delay.

The Contractor shall forfeit by way of liquidated damages the sum of one Pounds Palestine for each day of delay in completion of the work beyond the time specified in the previous clause for its completion and such liquidated damages shall be recoverable from any sums due to the Contractor under this contract or any other contract with the Palestine Government or from his deposit of L.P. 50.-

(17) Measurements.

The work done in pursuance of this contract shall be measured in exact accordance with the system adopted in preparing the estimates of the Public Works Department. All measurements shall be net no allowance being made for waste.

(18) The Contractor shall provide free of cost to the P.W.D. any labour which may be required for taking measurements for bills during progress of the work.

(19) All measurements shall be recorded at fortnightly intervals by the District Engineer or his representative in the presence of the Contractor or his representative.

(20) The District Engineer and the Contractor shall both sign the measurement book. Any objection to the measurements shall be lodged at the time and if the Contractor shall dispute the correctness of the measurements and shall refuse to sign the measurement book he shall forthwith state the grounds of his objection in writing and the District Engineer shall forward them with his remarks to the Director of Public Works for decision.

(21) No objection by the Contractor to measurements taken shall be valid unless received by the District Engineer in writing within 48 hours of taking the measurements objected to.

(22) The District Engineer may in writing require the Contractor or his representative to attend at 48 hours notice for taking a set of measurements and if the Contractor or his representative shall not attend at the place and time mentioned in the notice, the measurements shall be taken by the District Engineer and the Contractor shall not be entitled to object to such measurements under Clause 20.

(23) Payments.

Payment shall be made in fortnightly instalments in respect of work actually done, each bill being an extract from the measurement book certified by the District Engineer. Part payments in respect of work done and of materials brought to site but not incorporated in the work shall be admissible, at the discretion of the District Engineer. No payments made to the Contractor shall constitute acceptance of any work or material which is not in strict accordance with P.W.D. Specification.

(24) All payments to the Contractor before the final payment shall be deemed to be payments on account of the whole contract and not final payments for any particular part thereof. The D.P.W. shall have the right to review all such payments and to adjust errors and omissions in the final payment.

(25) Payments will be made as a rule within 20 days after receipt by the District Engineer of a correct bill.

(26) Return of security deposit.

Except as provided in Clauses 9, 16, 32 and 41, the Contractor's security deposit shall be returned to him after the work has been completed and accepted on behalf of the Palestine Government, and after payment of the Contractor's final bill which shall be accompanied by a statement signed by the Contractor certifying that he has no further claim against the Palestine Government in respect of this contract. The work shall stand in all respects at the risk of the Contractor until so finally accepted, and the Contractor shall be responsible for handing over the work complete and in good order in every respect.

(27) Extras.

The Contractor shall not be entitled to make claims under Clauses 28 and/or 29 in respect of any item or portion of an item mentioned or implied in the priced abstract of the estimate and/or in the General Specification of that estimate and/or in the P. W. D. detailed specifications and/or in the Contract plans, all such works shall be deemed to be covered by the items appearing in the above mentioned abstract.

(28) Claims by Contractor.

The Contractor shall furnish to the District Engineer a weekly statement of any claim for extra or unforeseen work not provided for in the estimate, or claim for extension of time to which he may consider himself entitled, in order that his claim may be investigated at once. No claim will be allowed which has not been included in these weekly statements.

(29) Star items and procedure when the Director of Public Works rejects star prices.

The price proposed to be paid for any item of work not provided for in the estimate No. NA/54 shall be decided mutually between the Contractor and the District Engineer, and referred to the Director of Public Works for confirmation in writing. No addition or deduction on account of percentage shall be made to such rates. The Director of Public Works shall have the right to carry out in any way he shall think fit, all or any items not provided for in estimate No. NA/54 whenever he shall not finally approve of the price or prices tentatively agreed between the Contractor and the District Engineer. The Contractor shall be responsible for ascertaining from the District Engineer that the Director of Public Works has approved in writing of the proposed rate or rates before putting in hand any work on such items, and in the event of failure to do so he shall be paid such rates as the Director of Public Works shall decide.

(30) Antiquities.

Any antiquities, coins or remains of ancient construction discovered during the course of the work shall be dealt with as required by the Antiquities Ordinance of 1920, with which the Contractor must make himself acquainted.

Clause 54 is superseded by the following :

Any matters in dispute between the parties to this contract arising out of the contract shall be submitted to the arbitration of the Director of Public Works sitting alone as arbitrator and the decision of the Director of Public Works in his capacity as sole arbitrator shall be final and binding on both parties to this contract.

(31) Sub Contracts.

The Contractor shall not transfer or assign directly or indirectly any portion of this contract without the written permission of the Director of Public Works, and such permission if given shall not relieve the Contractor of any obligations or liabilities under this contract. No direct negotiations will be entered into between the Director of Public Works or the District Engineer and any Sub Contractor of the Contractor.

(32) Bribes.

Any bribe, commission, gift, loan or advantage given, offered by or on behalf of the Contractor in relation to this contract shall render this contract subject to immediate cancellation and the Contractor shall be liable to forfeiture of his security deposit in addition to payment of any loss to Government resulting from such cancellation.

(33) Contractor to be fully informed.

The Contractor shall be responsible for understanding P.W.D. Specifications and Rates and for having made all local enquiries, examination of the site of the work and for understanding the nature of this contract and all local Customs, tariffs, labour and other conditions affecting it before signing the same.

(34) Disputes.

Any matters in dispute between the Contractor and the District Engineer arising out of this contract shall be referred to the Director of Public Works whose decision shall be ~~accepted by the Contractor~~ as final and binding.

(35) Damages and injuries.

The Contractor shall be responsible for all damage to property and for injury caused by the work or workmen to persons, animals or things during the progress of the work.

(36) Sanitation.

The Contractor shall provide at his own expense such sanitation arrangements in camp and on the works as may be deemed necessary by the Public Health Department for the use of the Contractor's artisans and labourers and should the Contractor fail at any time to comply with the requirements and instructions of the Public Health Department in regard to such sanitation arrangements the District Engineer shall have power immediately to remedy defects at the Contractor's expense.

(37) Contractor to supply labour, tools, plant and material.

The Contractor shall be responsible for providing all the labour, tools, plant and materials necessary for the due execution of the work with the exception of the materials to be issued by the P. W. D. noted in the Schedule in Clause 50. The Contractor shall be responsible for taking over such P. W. D. materials at the nearest P. W. D. Store or at a merchant's Store as may be directed and for conveying them at his own expense to the work and for incorporating them therein. The cost of such P. W. D. materials as may be issued shall be recoverable from any payments due to the Contractor.

(38) Delay in supply of materials and District Engineer's power to issue materials.

In the event of there being in the opinion of the District Engineer undue delay in the production by the Contractor of any materials required in pursuance of this contract or should the Contractor supply materials which the District Engineer considers to be of inferior quality the District Engineer shall have the right to issue materials to the Contractor who shall incorporate them in the work, and to deduct their value from the Contractor's bills. Should the District Engineer decide to issue materials the Contractor shall be responsible for drawing them from the nearest P. W. D. Store or from a merchant's store as may be directed and for conveying them at his own expense to the site of the work.

(39) Materials at site.

All materials brought to site of work shall become the property of the Palestine Government and the Contractor shall forfeit all claim to them in case of cancellation of contract under any breach of these General and Special Conditions.

(40) Work to be left clean.

No accumulations of waste materials or rubbish shall be allowable at any time and the Contractor shall leave his work perfectly clean, clear of rubbish, tools, plant and surplus materials paint and other stains and splashes etc. to the satisfaction of the District Engineer and should he fail to do so the District Engineer shall have the right to effect cleaning and clearing up at the Contractor's expense.

(41) Procedure in case of slow progress or failure of Contractor.

If at any time the progress of work is so slow that there is in the opinion of the District Engineer no reasonable hope of the work being finished by the date fixed for such completion, he shall address a letter to the Contractor calling his attention to the slow progress of the work and requesting him to improve his arrangements, and if after the expiration of 7 days from the date of such letter there shall be in the opinion of the District Engineer no material improvement in the position and danger of serious inconvenience from the probable delay in the completion of the work, he shall have the right to engage additional labour skilled and unskilled, at the Contractor's expense or the D. P. W. at his discretion shall have absolute right to cancel the contract in whole or in part, by a written notice to the Contractor to that effect and to arrange for the completion of the work or works in any manner he shall think fit. Any extra expenditure incurred on such work, or arising out of such work, above that contemplated under the provisions of this contract shall be recoverable from any sums due by the Government of Palestine to the Contractor or from his deposit. Nothing in the above shall prevent the District Engineer from taking immediate action in case of urgency, and where such urgency has been created by delay on the part of the Contractor, the Contractor shall have no claim against the Government for any loss he may be occasioned by such action.

(42) Unauthorised cessation of work.

Stoppage of work without the District Engineer's written permission shall render the Contractor liable to immediate cancellation of this contract and to forfeiture of his deposit.

(43) Abandonment of work.

If at any time it shall be decided not to continue the work to completion, the Contractor shall be so informed by the District Engineer in writing and final measurements shall thereupon be taken by the District Engineer and the Contractor not later than 7 days from the date of the District Engineer's written order to stop work.

(14) The final measurements shall take into account any materials which the Contractor shall have delivered to the work but not incorporated therein subject to the District Engineer's approval thereof in all respects.

The prices payable for such approved materials at site shall be fixed in accordance with Clause 34.

(45) The Contractor shall further be entitled to a payment of eight per cent of the total value of work as stated in P.W.D. estimate No. NA/54 of 5-8-35 but modified by Clause 1. of this contract in full settlement of any claim or claims which he might have for loss of anticipated profits, cost of removal of plant, cost of materials ordered but not delivered to site, or losses or damages of any kind whatsoever resulting from the decision to stop work.

(46) Ruling versions.

The English version of this Contract shall be taken as conveying its true meaning in all cases of doubt arising from translation into other languages.

(47) Insurance of Workmen.

The Contractor shall insure against claims by his employees which may be enforceable against the Government of Palestine under the Workmen's Compensation Ordinance 1927, in an amount and office approved by the Director of Public Works and shall on demand produce to the Director of Public Works the receipt for the last premium payable under such insurance and, on default by the Contractor the Director of Public Works may take out such insurance as aforesaid and charge the cost thereof to the Contractor and recover the amount of such charge from the deposit paid under this or any other contract or from any sums due to the Contractor under this or any other contract.

In respect of claims under this clause the Director of Public Works may agree with the Contractor upon the amount of compensation to be paid but the contractor may require the amount that ought to be paid to be settled by arbitration under the Workmen's Compensation Ordinance 1927.

Ordinance 1927.

Any amount paid by Public Works Department as compensation under this clause shall be satisfied by the Contractor and may be recovered, without prejudice to any other means of recovery, from the deposit paid under this or any other contract or from any sum due to the Contractor under this or any other contract.

(48) Use of Railway Transport.

The contractor shall use railway transport wherever practicable for the carriage of all materials to be delivered on the site whether for incorporation in the work or otherwise required for use in connection with this contract.

Where railway transport is practicable transport by other means shall not be effected without the prior written sanction of the Director of Public Works or his representative.

Failure to comply with this clause shall give right to the Director of Public Works to deduct from any payments due to the Contractor under this or any other contract a sum not exceeding the railway charges which would have been paid by the contractor had he transported the material by rail.

The decision of the Director as to the practicability in using rail transport shall in all cases be final and binding.

(49) Notarial Notices.

Notwithstanding anything in the Ottoman Code of Civil Procedure it shall not be necessary for the Director to serve any notarial notice on the contractor with regard to failure to comply with any clause in the contract, but it shall be sufficient for him to give a written notice of any claim to damages for delay or of revocation of the contract.

(50) Special Conditions

The following Public Works Department Materials shall be issuable at the discretion of the Director of Public Works to the Contractor at the rates shown against each.

[illegible]

Signed in quintuplicate

Hamad Mohd. Saleh Contractor

[illegible]

N. Hammad Witness

P. W. D. Nablus	Address
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sgd. G.T.Caryer
Actg. ENGINEER IN CHARGE
NABLUH DISTRICT
Representing Palestine Government

15 / 8 / 1935

copy

(402)

P.W.D. CONTRACT No. NA/57

(1) Object of the Contract.

Contract made this 1st day of August 1935 between
 the Actg. Engineer in charge, Nablus District representing the Palestine Government
 and Ali Eff. Sleem of Nablus (hereinafter called the Contractor) for
Road formation over a distance of 1.815 kilometres on Tulkarm -
Nathania Road starting from end of present soling at KM.5.460 and
ending at KM.7.275.

as set forth in P.W.D. estimate Number NA/51 of 18th July 1935 1935 and
 plans numbers N/83a and N/83c at 3 per cent ~~above~~ below the rates entered in the abstract of
 the above mentioned estimate, and in strict accordance with the following GENERAL CONDITIONS.

(2) Estimate and plans furnished to Contractor.

One copy of the estimate and plans shall be given to the Contractor for his guidance.

NOTE:- Plans and estimate to be signed by both parties to the contract.

(3) Adherence to plans and instructions.

The Contractor shall adhere minutely to the contract plans and to such further plans, details and instructions as may be issued by the District Engineer during the work.

(4) Variations.

The amount of the work as shown in the plans and estimate may be deviated from to an extent which shall not vary the amount of the estimate by more than 20% of addition or of deduction.

(5) The Contractor shall receive notice in writing of all variations and in the case of an increase of work shall be allowed a proportionate increase in the time allowed for completion of the whole work. Work additional to the approved plan and estimate for which the Contractor cannot produce the District Engineer's written order shall not be paid for.

(6) Any increase or decrease of work on an item exceeding 20% shall give the Contractor the right to claim a star price and the procedure of Clause 29 shall then apply.

(7) Adherence to P.W.D. Specification.

All items of work shall be carried out in strict accordance with the specifications of the Public Works Department, and to the entire satisfaction of the District Engineer.

(8) Rejection of inferior work and materials.

Any materials worked or unworked rejected by the District Engineer are to be removed forthwith by the Contractor and replaced by him at his own expense with others of approved quality.

(9) Any work rejected by the District Engineer as damaged or not in accordance with the plans or specifications of the Public Works Department shall be demolished forthwith and made good again by the Contractor at his own expense unless the District Engineer shall decide at his discretion, to allow the work to remain and to deduct the difference in value together with a fair allowance for damage. If the Contractor shall not remove rejected work within a reasonable period fixed by written notice, the District Engineer may remove it and deduct the cost of such removal and renewal from any sums which may be due to the Contractor.

(10) Contractor to be constantly on the work.

The Contractor or an agent empowered to act for him must be constantly on the work to receive the orders and instructions of the District Engineer.

(11) Employment of efficient men.

The Contractor shall employ as agent, foremen, artificers or labourers only those who are efficient and of good character. The District Engineer shall have the right to call upon the Contractor to remove from the work and to replace any persons whom he considers to be incompetent or unsuitable. The Contractor shall provide a competent all round foreman in charge of the work who shall not be changed except with the consent of the District Engineer.

NOTE:- Strike out last sentence when work is under £P. 500.

(12) Payment of employees.

All foremen artificers and labourers employed on the work shall be in the direct pay of the Contractor.

(13) Date for commencement and numbers to be employed.

The Contractor will be given notice in writing when the site is ready to be handed over. Thereupon the Contractor shall commence the work within three days and shall carry it out with all due diligence and in regular progression, with such numbers of artisans and labourers as in the opinion of the District Engineer are necessary to complete the work within the time specified in clause 15.

(14) Failure to commence work.

The D.P.W. shall have the right to cancel the contract and to forfeit the Contractor's deposit; should the Contractor fail to commence work at site within the period fixed by Clause 13 and/or should the Contractor decline at any time to commence or to leave the work including such increases, decreases and variations as may be ordered by the District Engineer in writing in pursuance of Clauses 3, 4 and 5.

(15) Time allowed.

The time allowed for completion of the work shall be sixty days ~~calendar~~ months counting from the date of the District Engineer's written notice to the contractor handing over the site.

(16) Damages for delay.

The Contractor shall forfeit by way of liquidated damages the sum of one Pounds Palestine for each day of delay in completion of the work beyond the time specified in the previous clause for its completion and such liquidated damages shall be recoverable from any sums due to the Contractor under this contract or any other contract with the Palestine Government or from his deposit of L.P. 43,000.

(17) Measurements.

The work done in pursuance of this contract shall be measured in exact accordance with the system adopted in preparing the estimates of the Public Works Department. All measurements shall be net no allowance being made for waste.

(18) The Contractor shall provide free of cost to the P.W.D. any labour which may be required for taking measurements for bills during progress of the work.

(19) All measurements shall be recorded at fortnightly intervals by the District Engineer or his representative in the presence of the Contractor or his representative.

(20) The District Engineer and the Contractor shall both sign the measurement book. Any objection to the measurements shall be lodged at the time and if the Contractor shall dispute the correctness of the measurements and shall refuse to sign the measurement book he shall forthwith state the grounds of his objection in writing and the District Engineer shall forward them with his remarks to the Director of Public Works for decision.

(21) No objection by the Contractor to measurements taken shall be valid unless received by the District Engineer in writing within 48 hours of taking the measurements objected to.

(22) The District Engineer may in writing require the Contractor or his representative to attend at 48 hours notice for taking a set of measurements and if the Contractor or his representative shall not attend at the place and time mentioned in the notice, the measurements shall be taken by the District Engineer and the Contractor shall not be entitled to object to such measurements under Clause 20.

(23) Payments.

Payment shall be made in fortnightly instalments in respect of work actually done, each bill being an extract from the measurement book certified by the District Engineer. Part payments in respect of work done and of materials brought to site but not incorporated in the work shall be admissible, at the discretion of the District Engineer. No payments made to the Contractor shall constitute acceptance of any work or material which is not in strict accordance with P.W.D. Specification.

(24) All payments to the Contractor before the final payment shall be deemed to be payments on account of the whole contract and not final payments for any particular part thereof. The D.P.W. shall have the right to review all such payments and to adjust errors and omissions in the final payment.

(25) Payments will be made as a rule within 20 days after receipt by the District Engineer of a correct bill.

(26) Return of security deposit.

Except as provided in Clauses 9, 16, 32 and 41, the Contractor's security deposit shall be returned to him after the work has been completed and accepted on behalf of the Palestine Government, and after payment of the Contractor's final bill which shall be accompanied by a statement signed by the Contractor certifying that he has no further claim against the Palestine Government in respect of this contract. The work shall stand in all respects at the risk of the Contractor until so finally accepted, and the Contractor shall be responsible for handing over the work complete and in good order in every respect.

(27) Extras.

The Contractor shall not be entitled to make claims under Clauses 28 and/or 29 in respect of any item or portion of an item mentioned or implied in the priced abstract of the estimate and/or in the General Specification of that estimate and/or in the P. W. D. detailed specifications and/or in the Contract plans, all such works shall be deemed to be covered by the items appearing in the above mentioned abstract.

(28) Claims by Contractor.

The Contractor shall furnish to the District Engineer a weekly statement of any claim for extra or unforeseen work not provided for in the estimate, or claim for extension of time to which he may consider himself entitled, in order that his claim may be investigated at once. No claim will be allowed which has not been included in these weekly statements.

(29) Star items and procedure when the Director of Public Works rejects star prices.

The price proposed to be paid for any item of work not provided for in the estimate No. NA/51 shall be decided mutually between the Contractor and the District Engineer, and referred to the Director of Public Works for confirmation in writing. No addition or deduction on account of percentage shall be made to such rates. The Director of Public Works shall have the right to carry out in any way he shall think fit, all or any items not provided for in estimate No. NA/51 whenever he shall not finally approve of the price or prices tentatively agreed between the Contractor and the District Engineer. The Contractor shall be responsible for ascertaining from the District Engineer that the Director of Public Works has approved in writing of the proposed rate or rates before putting in hand any work on such items, and in the event of failure to do so he shall be paid such rates as the Director of Public Works shall decide.

(30) Antiquities.

Any antiquities, coins or remains of ancient construction discovered during the course of the work shall be dealt with as required by the Antiquities Ordinance of 1920, with which the Contractor must make himself acquainted.

Clause 34 is superseded by the following :

Any matters in dispute between the parties to this contract arising out of the contract shall be submitted to the arbitration of the Director of Public Works sitting alone as arbitrator and the decision of the Director of Public Works in his capacity as sole arbitrator shall be final and binding on both parties to this contract.



(31) Sub Contracts.

The Contractor shall not transfer or assign directly or indirectly any portion of this contract without the written permission of the Director of Public Works, and such permission if given shall not relieve the Contractor of any obligations or liabilities under this contract. No direct relations will be entered into between the Director of Public Works or the District Engineer and any Sub Contractor of the Contractor.

(32) Bribes.

Any bribe, commission, gift, loan or advantage given, offered by or on behalf of the Contractor in relation to this contract shall render this contract subject to immediate cancellation and the Contractor shall be liable to forfeiture of his security deposit in addition to payment of any loss to Government resulting from such cancellation.

(33) Contractor to be fully informed.

The Contractor shall be responsible for understanding P.W.D. Specifications and Rates and for having made all local enquiries, examination of the site of the work and for understanding the nature of this contract and all local Customs tariffs, labour and other conditions affecting it before signing the same.

(34) Disputes.

Any matters in dispute between the Contractor and the District Engineer arising out of this contract shall be referred to the Director of Public Works whose decision shall be accepted by the Contractor as final and binding.

(35) Damages and injuries.

The Contractor shall be responsible for all damage to property and for injury caused by the work or workmen to persons, animals or things during the progress of the work.

(36) Sanitation.

The Contractor shall provide at his own expense such sanitation arrangements in camp and on the works as may be deemed necessary by the Public Health Department for the use of the Contractor's artisans and labourers and should the Contractor fail at any time to comply with the requirements and instructions of the Public Health Department in regard to such sanitation arrangements the District Engineer shall have power immediately to remedy defects at the Contractor's expense.

(37) Contractor to supply labour, tools, plant and material.

The Contractor shall be responsible for providing all the labour, tools, plant and materials necessary for the due execution of the work with the exception of the materials to be issued by the P. W. D. noted in the Schedule in Clause 50. The Contractor shall be responsible for taking over such P. W. D. materials at the nearest P. W. D. Store or at a merchant's Store as may be directed and for conveying them at his own expense to the work and for incorporating them therein. The cost of such P. W. D. materials as may be issued shall be recoverable from any payments due to the Contractor.

(38) Delay in supply of materials and District Engineer's power to issue materials.

In the event of there being in the opinion of the District Engineer undue delay in the production by the Contractor of any materials required in pursuance of this contract or should the Contractor supply materials which the District Engineer considers to be of inferior quality the District Engineer shall have the right to issue materials to the Contractor who shall incorporate them in the work, and to deduct their value from the Contractor's bills. Should the District Engineer decide to issue materials the Contractor shall be responsible for drawing them from the nearest P. W. D. Store or from a merchant's store as may be directed and for conveying them at his own expense to the site of the work.

(39) Materials at site.

All materials brought to site of work shall become the property of the Palestine Government and the Contractor shall forfeit all claim to them in case of cancellation of contract under any breach of these General and Special Conditions.

(40) Work to be left clean.

No accumulations of waste materials or rubbish shall be allowable at any time and the Contractor shall leave his work perfectly clean, clear of rubbish, tools, plant and surplus materials paint and other stains and splashes etc. to the satisfaction of the District Engineer and should he fail to do so the District Engineer shall have the right to effect cleaning and clearing up at the Contractor's expense.

(41) Procedure in case of slow progress or failure of Contractor.

If at any time the progress of work is so slow that there is in the opinion of the District Engineer no reasonable hope of the work being finished by the date fixed for such completion, he shall address a letter to the Contractor calling his attention to the slow progress of the work and requesting him to improve his arrangements, and if after the expiration of 7 days from the date of such letter there shall be in the opinion of the District Engineer no material improvement in the position and danger of serious inconvenience from the probable delay in the completion of the work, he shall have the right to engage additional labour skilled and unskilled, at the Contractor's expense or the D. P. W. at his discretion shall have absolute right to cancel the contract in whole or in part, by a written notice to the Contractor to that effect and to arrange for the completion of the work or works in any manner he shall think fit. Any extra expenditure incurred on such work, or arising out of such work, above that contemplated under the provisions of this contract shall be recoverable from any sums due by the Government of Palestine to the Contractor or from his deposit. Nothing in the above shall prevent the District Engineer from taking immediate action in case of urgency, and where such urgency has been created by delay on the part of the Contractor, the Contractor shall have no claim against the Government for any loss he may be occasioned by such action.

(42) Unauthorised cessation of work.

Stoppage of work without the District Engineer's written permission shall render the Contractor liable to immediate cancellation of this contract and to forfeiture of his deposit.

(43) Abandonment of work.

If at any time it shall be decided not to continue the work to completion, the Contractor shall be so informed by the District Engineer in writing and final measurements shall thereupon be taken by the District Engineer and the Contractor not later than 7 days from the date of the District Engineer's written order to stop work.

(44) The final measurements shall take into account any materials which the Contractor shall have delivered to the work but not incorporated therein subject to the District Engineer's approval thereof in all respects.

The prices payable for such approved materials at site shall be fixed in accordance with Clause 54.

(45) The Contractor shall further be entitled to a payment of eight per cent of the total value of work as stated in P.W.D. estimate No. NA/51 of 18-7-35 but modified by Clause 1. of this contract in full settlement of any claim or claims which he might have for loss of anticipated profits, cost of removal of plant, cost of materials ordered but not delivered to site, or losses or damages of any kind whatsoever resulting from the decision to stop work.

(46) Ruling versions.

The English version of this Contract shall be taken as conveying its true meaning in all cases of doubt arising from translation into other languages.

(47) Insurance of Workmen.

The Contractor shall insure against claims by his employees which may be enforceable against the Government of Palestine under the Workmen's Compensation Ordinance 1927, in an amount and office approved by the Director of Public Works and shall on demand produce to the Director of Public Works the receipt for the last premium payable under such insurance and, on default by the Contractor the Director of Public Works may take out such insurance as aforesaid and charge the cost thereof to the Contractor and recover the amount of such charge from the deposit paid under this or any other contract or from any sums due to the Contractor under this or any other contract.

In respect of claims under this clause the Director of Public Works may agree with the Contractor upon the amount of compensation to be paid but the contractor may require the amount that ought to be paid to be settled by arbitration under the Workmen's Compensation Ordinance 1927.

Any amount paid by Public Works Department as compensation under this clause shall be satisfied by the Contractor and may be recovered, without prejudice to any other means of recovery, from the deposit paid under this or any other contract or from any sum due to the Contractor under this or any other contract.

(48) Use of Railway Transport.

The contractor shall use railway transport wherever practicable for the carriage of all materials to be delivered on the site whether for incorporation in the work or otherwise required for use in connection with this contract.

Where railway transport is practicable transport by other means shall not be effected without the prior written sanction of the Director of Public Works or his representative.

Failure to comply with this clause shall give right to the Director of Public Works to deduct from any payments due to the Contractor under this or any other contract a sum not exceeding the railway charges which would have been paid by the contractor had he transported the material by rail.

The decision of the Director as to the practicability in using rail transport shall in all cases be final and binding.

(49) Notarial Notices.

Eng.i/c Nablus

Notwithstanding anything in the Ottoman Code of Civil Procedure it shall not be necessary for the Contractor to serve any notarial notice on the contractor with regard to failure to comply with any clause in the contract, but it shall be sufficient for him to give a written notice of any claim to damages for delay or of revocation of the contract.

(50) Special Conditions

The following Public Works Department Materials shall be issuable at the discretion of the Director of Public Works to the Contractor at the rates shown against each.

[illegible]

Signed in quintuplicate

Ali Sleem Contractor

Nablus	Address
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P. Dadoush _____ Witness

P.W.D.	Nablus	Address
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sgd. G.T. Caryer
Actg. ENGINEER IN CHARGE NABLUS D.
Representing Palestine Government

1 / 8/1935

Copy

(40E)

P.W.D. CONTRACT No. NA/56

(1) Object of the Contract.

Contract made this first day of August 1935 between
the Actg. ENGINEER IN CHARGE, NABLUS DISTRICT, Nablus representing the Palestine Government
and Ali Eff. Sleem of Nablus (hereinafter called the Contractor) for
Road formation over a distance of 1.726 kilometres on Tulkarm -
Nathania Road between Km. 8.850 and 10.576

as set forth in P.W.D. estimate Number NA/53 of 18th July 1935 1935 and
plans numbers N/53a and 53c at three per cent ~~above~~/below the rates entered in the abstract of
the above mentioned estimate, and in strict accordance with the following GENERAL CONDITIONS.

(2) Estimate and plans furnished to Contractor.

One copy of the estimate and plans shall be given to the Contractor for his guidance.

NOTE:- Plans and estimate to be signed by both parties to the contract.

(3) Adherence to plans and instructions.

The Contractor shall adhere minutely to the contract plans and to such further plans, details and instructions as may be issued by the District Engineer during the work.

(4) Variations.

The amount of the work as shown in the plans and estimate may be deviated from to an extent which shall not vary the amount of the estimate by more than 20% of addition or of deduction.

(5) The Contractor shall receive notice in writing of all variations and in the case of an increase of work shall be allowed a proportionate increase in the time allowed for completion of the whole work. Work additional to the approved plan and estimate for which the Contractor cannot produce the District Engineer's written order shall not be paid for.

(6) Any increase or decrease of work on an item exceeding 20% shall give the Contractor the right to claim a star price and the procedure of Clause 29 shall then apply.

(7) Adherence to P.W.D. Specification.

All items of work shall be carried out in strict accordance with the specifications of the Public Works Department, and to the entire satisfaction of the District Engineer.

(8) Rejection of inferior work and materials.

Any materials worked or unworked rejected by the District Engineer are to be removed forthwith by the Contractor and replaced by him at his own expense with others of approved quality.

(9) Any work rejected by the District Engineer as damaged or not in accordance with the plans or specifications of the Public Works Department shall be demolished forthwith and made good again by the Contractor at his own expense unless the District Engineer shall decide at his discretion, to allow the work to remain and to deduct the difference in value together with a fair allowance for damage. If the Contractor shall not remove rejected work within a reasonable period fixed by written notice, the District Engineer may remove it and deduct the cost of such removal and renewal from any sums which may be due to the Contractor.

(10) Contractor to be constantly on the work.

The Contractor or an agent empowered to act for him must be constantly on the work to receive the orders and instructions of the District Engineer.

(11) Employment of efficient men.

The Contractor shall employ as agent, foremen, artificers or labourers only those who are efficient and of good character. The District Engineer shall have the right to call upon the Contractor to remove from the work and to replace any persons whom he considers to be incompetent or unsuitable. The Contractor shall provide a competent all round foreman in charge of the work who shall not be changed except with the consent of the District Engineer.

NOTE:- Strike out last sentence when work is under £P. 500.

(12) Payment of employees.

All foremen artificers and labourers employed on the work shall be in the direct pay of the Contractor.

(13) Date for commencement and numbers to be employed.

The Contractor will be given notice in writing when the site is ready to be handed over. Thereupon the Contractor shall commence the work within three days and shall carry it out with all due diligence and in regular progression, with such numbers of artisans and labourers as in the opinion of the District Engineer are necessary to complete the work within the time specified in clause 15.

(14) Failure to commence work.

The D.P.W. shall have the right to cancel the contract and to forfeit the Contractor's deposit: should the Contractor fail to commence work at site within the period fixed by Clause 13 and/or should the Contractor decline at any time to commence or ~~continue~~ ^{continue} the work including such increases, decreases and variations as may be ordered by the District Engineer in writing in pursuance of Clauses 3, 4 and 5.

(15) Time allowed.

The time allowed for completion of the work shall be sixty days ~~and this time~~ counting from the date of the District Engineer's written notice to the contractor handing over the site.

(16) Damages for delay.

The Contractor shall forfeit by way of liquidated damages the sum of one Pounds Palestine for each day of delay in completion of the work beyond the time specified in the previous clause for its completion and such liquidated damages shall be recoverable from any sums due to the Contractor under this contract or any other contract with the Palestine Government or from his deposit of L.P. 41.500

(17) Measurements.

The work done in pursuance of this contract shall be measured in exact accordance with the system adopted in preparing the estimates of the Public Works Department. All measurements shall be net no allowance being made for waste.

(18) The Contractor shall provide free of cost to the P.W.D. any labour which may be required for taking measurements for bills during progress of the work.

(19) All measurements shall be recorded at fortnightly intervals by the District Engineer or his representative in the presence of the Contractor or his representative.

(20) The District Engineer and the Contractor shall both sign the measurement book. Any objection to the measurements shall be lodged at the time and if the Contractor shall dispute the correctness of the measurements and shall refuse to sign the measurement book he shall forthwith state the grounds of his objection in writing and the District Engineer shall forward them with his remarks to the Director of Public Works for decision.

(21) No objection by the Contractor to measurements taken shall be valid unless received by the District Engineer in writing within 48 hours of taking the measurements objected to.

(22) The District Engineer may in writing require the Contractor or his representative to attend at 48 hours notice for taking a set of measurements and if the Contractor or his representative shall not attend at the place and time mentioned in the notice, the measurements shall be taken by the District Engineer and the Contractor shall not be entitled to object to such measurements under Clause 20.

(23) Payments.

Payment shall be made in fortnightly instalments in respect of work actually done, each bill being an extract from the measurement book certified by the District Engineer. Part payments in respect of work done and of materials brought to site but not incorporated in the work shall be admissible, at the discretion of the District Engineer. No payments made to the Contractor shall constitute acceptance of any work or material which is not in strict accordance with P.W.D. Specification.

(24) All payments to the Contractor before the final payment shall be deemed to be payments on account of the whole contract and not final payments for any particular part thereof. The D.P.W. shall have the right to review all such payments and to adjust errors and omissions in the final payment.

(25) Payments will be made as a rule within 20 days after receipt by the District Engineer of a correct bill.

(26) Return of security deposit.

Except as provided in Clauses 9, 16, 32 and 41, the Contractor's security deposit shall be returned to him after the work has been completed and accepted on behalf of the Palestine Government, and after payment of the Contractor's final bill which shall be accompanied by a statement signed by the Contractor certifying that he has no further claim against the Palestine Government in respect of this contract. The work shall stand in all respects at the risk of the Contractor until so finally accepted, and the Contractor shall be responsible for handing over the work complete and in good order in every respect.

(27) Extras.

The Contractor shall not be entitled to make claims under Clauses 28 and/or 29 in respect of any item or portion of an item mentioned or implied in the priced abstract of the estimate and/or in the General Specification of that estimate and/or in the P. W. D. detailed specifications and/or in the Contract plans, all such works shall be deemed to be covered by the items appearing in the above mentioned abstract.

(28) Claims by Contractor.

The Contractor shall furnish to the District Engineer a weekly statement of any claim for extra or unforeseen work not provided for in the estimate, or claim for extension of time to which he may consider himself entitled, in order that his claim may be investigated at once. No claim will be allowed which has not been included in these weekly statements.

(29) Star items and procedure when the Director of Public Works rejects star prices.

The price proposed to be paid for any item of work not provided for in the estimate No. NA/53 shall be decided mutually between the Contractor and the District Engineer, and referred to the Director of Public Works for confirmation in writing. No addition or deduction on account of percentage shall be made to such rates. The Director of Public Works shall have the right to carry out in any way he shall think fit, all or any items not provided for in estimate No. NA/53 whenever he shall not finally approve of the price or prices tentatively agreed between the Contractor and the District Engineer. The Contractor shall be responsible for ascertaining from the District Engineer that the Director of Public Works has approved in writing of the proposed rate or rates before putting in hand any work on such items, and in the event of failure to do so he shall be paid such rates as the Director of Public Works shall decide.

(30) Antiquities.

Any antiquities, coins or remains of ancient construction discovered during the course of the work shall be dealt with as required by the Antiquities Ordinance of 1920, with which the Contractor must make himself acquainted.

Clause 34 is superseded by the following :

Any matters in dispute between the parties to this contract arising out of the contract shall be submitted to the arbitration of the Director of Public Works sitting alone as arbitrator and the decision of the Director of Public Works in his capacity as sole arbitrator shall be final and binding on both parties to this contract.

(31) Sub Contracts.

The Contractor shall not transfer or assign directly or indirectly any portion of this contract without the written permission of the Director of Public Works, and such permission if given shall not relieve the Contractor of any obligations or liabilities under this contract. No direct relations will be entered into between the Director of Public Works or the District Engineer and any Sub Contractor of the Contractor.

(32) Bribes.

Any bribe, commission, gift, loan or advantage given, offered by or on behalf of the Contractor in relation to this contract shall render this contract subject to immediate cancellation and the Contractor shall be liable to forfeiture of his security deposit in addition to payment of any loss to Government resulting from such cancellation.

(33) Contractor to be fully informed.

The Contractor shall be responsible for understanding P.W.D. Specifications and Rates and for having made all local enquiries, examination of the site of the work and for understanding the nature of this contract and all local Customs tariffs, labour and other conditions affecting it before signing the same.

(34) Disputes.

~~Any matters in dispute between the Contractor and the District Engineer arising out of this contract shall be referred to the Director of Public Works whose decision shall be accepted by the Contractor as final and binding.~~

(35) Damages and injuries.

The Contractor shall be responsible for all damage to property and for injury caused by the work or workmen to persons, animals or things during the progress of the work.

(36) Sanitation.

The Contractor shall provide at his own expense such sanitation arrangements in camp and on the works as may be deemed necessary by the Public Health Department for the use of the Contractor's artisans and labourers and should the Contractor fail at any time to comply with the requirements and instructions of the Public Health Department in regard to such sanitation arrangements the District Engineer shall have power immediately to remedy defects at the Contractor's expense.

(37) Contractor to supply labour, tools, plant and material.

The Contractor shall be responsible for providing all the labour, tools, plant and materials necessary for the due execution of the work with the exception of the materials to be issued by the P. W. D. noted in the Schedule in Clause 50. The Contractor shall be responsible for taking over such P. W. D. materials at the nearest P. W. D. Store or at a merchant's Store as may be directed and for conveying them at his own expense to the work and for incorporating them therein. The cost of such P. W. D. materials as may be issued shall be recoverable from any payments due to the Contractor.

(38) Delay in supply of materials and District Engineer's power to issue materials.

In the event of there being in the opinion of the District Engineer undue delay in the production by the Contractor of any materials required in pursuance of this contract or should the Contractor supply materials which the District Engineer considers to be of inferior quality the District Engineer shall have the right to issue materials to the Contractor who shall incorporate them in the work, and to deduct their value from the Contractor's bills. Should the District Engineer decide to issue materials the Contractor shall be responsible for drawing them from the nearest P. W. D. Store or from a merchant's store as may be directed and for conveying them at his own expense to the site of the work.

(39) Materials at site.

All materials brought to site of work shall become the property of the Palestine Government and the Contractor shall forfeit all claim to them in case of cancellation of contract under any breach of these General and Special Conditions.

(40) Work to be left clean.

No accumulations of waste materials or rubbish shall be allowable at any time and the Contractor shall leave his work perfectly clean, clear of rubbish, tools, plant and surplus materials paint and other stains and splashes etc. to the satisfaction of the District Engineer and should he fail to do so the District Engineer shall have the right to effect cleaning and clearing up at the Contractor's expense.

(41) Procedure in case of slow progress or failure of Contractor.

If at any time the progress of work is so slow that there is in the opinion of the District Engineer no reasonable hope of the work being finished by the date fixed for such completion, he shall address a letter to the Contractor calling his attention to the slow progress of the work and requesting him to improve his arrangements, and if after the expiration of 7 days from the date of such letter there shall be in the opinion of the District Engineer no material improvement in the position and danger of serious inconvenience from the probable delay in the completion of the work, he shall have the right to engage additional labour skilled and unskilled, at the Contractor's expense or the D. P. W. at his discretion shall have absolute right to cancel the contract in whole or in part, by a written notice to the Contractor to that effect and to arrange for the completion of the work or works in any manner he shall think fit. Any extra expenditure incurred on such work, or arising out of such work, above that contemplated under the provisions of this contract shall be recoverable from any sums due by the Government of Palestine to the Contractor or from his deposit. Nothing in the above shall prevent the District Engineer from taking immediate action in case of urgency, and where such urgency has been created by delay on the part of the Contractor, the Contractor shall have no claim against the Government for any loss he may be occasioned by such action.

(42) Unauthorised cessation of work.

Stoppage of work without the District Engineer's written permission shall render the Contractor liable to immediate cancellation of this contract and to forfeiture of his deposit.

(43) Abandonment of work.

If at any time it shall be decided not to continue the work to completion, the Contractor shall be so informed by the District Engineer in writing and final measurements shall thereupon be taken by the District Engineer and the Contractor not later than 7 days from the date of the District Engineer's written order to stop work.

(4.4) The final measurements shall take into account any materials which the Contractor shall have delivered to the work but not incorporated therein subject to the District Engineer's approval thereof in all respects.

The prices payable for such approved materials at site shall be fixed in accordance with Clause 34.

(45) The Contractor shall further be entitled to a payment of eight per cent of the total value of work as stated in P.W.D. estimate No. NA/53 of 18-7-35 but modified by Clause 1. of this contract in full settlement of any claim or claims which he might have for loss of anticipated profits, cost of removal of plant, cost of materials ordered but not delivered to site, or losses or damages of any kind whatsoever resulting from the decision to stop work.

(46) Ruling versions.

The English version of this Contract shall be taken as conveying its true meaning in all cases of doubt arising from translation into other languages.

(47) Insurance of Workmen.

The Contractor shall insure against claims by his employees which may be enforceable against the Government of Palestine under the Workmen's Compensation Ordinance 1927, in an amount and office approved by the Director of Public Works and shall on demand produce to the Director of Public Works the receipt for the last premium payable under such insurance and, on default by the Contractor the Director of Public Works may take out such insurance as aforesaid and charge the cost thereof to the Contractor and recover the amount of such charge from the deposit paid under this or any other contract or from any sums due to the Contractor under this or any other contract.

In respect of claims under this clause the Director of Public Works may agree with the Contractor upon the amount of compensation to be paid but the contractor may require the amount that ought to be paid to be settled by arbitration under the Workmen's Compensation Ordinance, 1927.

Any amount paid by Public Works Department as compensation under this clause shall be satisfied by the Contractor and may be recovered, without prejudice to any other means of recovery, from the deposit paid under this or any other contract or from any sum due to the Contractor under this or any other contract.

(48) Use of Railway Transport.

The contractor shall use railway transport wherever practicable for the carriage of all materials to be delivered on the site whether for incorporation in the work or otherwise required for use in connection with this contract.

Where railway transport is practicable transport by other means shall not be effected without the prior written sanction of the Director of Public Works or his representative.

Failure to comply with this clause shall give right to the Director of Public Works to deduct from any payments due to the Contractor under this or any other contract a sum not exceeding the railway charges which would have been paid by the contractor had he transported the material by rail.

The decision of the Director as to the practicability in using rail transport shall in all cases be final and binding.

(49) Notarial Notices.

Notwithstanding anything in the Ottoman Code of Civil Procedure it shall not be necessary for the Director to serve any notarial notice on the contractor with regard to failure to comply with any clause in the contract, but it shall be sufficient for him to give a written notice of any claim to damages for delay or of revocation of the contract.

(50) Special Conditions

The following Public Works Department Materials shall be issuable at the discretion of the Director of Public Works to the Contractor at the rates shown against each.

[illegible]

Signed in quintuplicate

Ali Sleem Contractor

Nablus	Address
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P. Dadoush Witness

P.W.D.	Nablus	Address
--------	--------	---------

sgd. G.T. Carver

Actg. ENGINEER IN CHARGE NAELUS DISTR

Representing Palestine Government

1 / 8 / 193 5

Copy

(40F)

P.W.D. CONTRACT No. NA/55

(1) Object of the Contract.

Contract made this 1st day of August 1935 between
the Actg. Engineer in charge Nablus District representing the Palestine Government
and Ali Eff. Sleem of Nablus (hereinafter called the Contractor) for

Road formation over a distance of 1.575 kilometres on Tulkarm -
Nathania Road starting from Km.7.275 and ending at Km.8.850.

as set forth in P.W.D. estimate Number NA/52 of 18th July 1935 1935 and
plans numbers N/83a and N/83c at three per cent below the rates entered in the abstract of
the above mentioned estimate, and in strict accordance with the following GENERAL CONDITIONS.

(2) Estimate and plans furnished to Contractor.

One copy of the estimate and plans shall be given to the Contractor for his guidance.

NOTE:- Plans and estimate to be signed by both parties to the contract.

(3) Adherence to plans and instructions.

The Contractor shall adhere minutely to the contract plans and to such further plans, details and instructions as may be issued by the District Engineer during the work.

(4) Variations.

The amount of the work as shown in the plans and estimate may be deviated from to an extent which shall not vary the amount of the estimate by more than 20% of addition or of deduction.

(5) The Contractor shall receive notice in writing of all variations and in the case of an increase of work shall be allowed a proportionate increase in the time allowed for completion of the whole work. Work additional to the approved plan and estimate for which the Contractor cannot produce the District Engineer's written order shall not be paid for.

(6) Any increase or decrease of work on an item exceeding 20% shall give the Contractor the right to claim a star price and the procedure of Clause 29 shall then apply.

(7) Adherence to P.W.D. Specification.

All items of work shall be carried out in strict accordance with the specifications of the Public Works Department, and to the entire satisfaction of the District Engineer.

(8) Rejection of inferior work and materials.

Any materials worked or unworked rejected by the District Engineer are to be removed forthwith by the Contractor and replaced by him at his own expense with others of approved quality.

(9) Any work rejected by the District Engineer as damaged or not in accordance with the plans or specifications of the Public Works Department shall be demolished forthwith and made good again by the Contractor at his own expense unless the District Engineer shall decide at his discretion, to allow the work to remain and to deduct the difference in value together with a fair allowance for damage. If the Contractor shall not remove rejected work within a reasonable period fixed by written notice, the District Engineer may remove it and deduct the cost of such removal and renewal from any sums which may be due to the Contractor.

(10) Contractor to be constantly on the work.

The Contractor or an agent empowered to act for him must be constantly on the work to receive the orders and instructions of the District Engineer.

(11) Employment of efficient men.

The Contractor shall employ as agent, foremen, artificers or labourers only those who are efficient and of good character. The District Engineer shall have the right to call upon the Contractor to remove from the work and to replace any persons whom he considers to be incompetent or unsuitable. The Contractor shall provide a competent all round foreman in charge of the work who shall not be changed except with the consent of the District Engineer.

NOTE:- Strike out last sentence when work is under £P. 300.

(12) Payment of employees.

All foremen artificers and labourers employed on the work shall be in the direct pay of the Contractor.

(13) Date for commencement and numbers to be employed.

The Contractor will be given notice in writing when the site is ready to be handed over. Thereupon the Contractor shall commence the work within three days and shall carry it out with all due diligence and in regular progression, with such numbers of artisans and labourers as in the opinion of the District Engineer are necessary to complete the work within the time specified in clause 15.

(14) Failure to commence work.

The D.P.W. shall have the right to cancel the contract and to forfeit the Contractor's deposit; should the Contractor fail to commence work at site within the period fixed by Clause 13 and/or should the Contractor decline at any time to commence or ~~continue~~ the work including such increases, decreases and variations as may be ordered by the District Engineer in writing in pursuance of Clauses 3, 4 and 5.

(15) Time allowed.

The time allowed for completion of the work shall be sixty days ~~calendar months~~ counting from the date of the District Engineer's written notice to the contractor handing over the site.

(16) Damages for delay.

The Contractor shall forfeit by way of liquidated damages the sum of one Pounds Palestine for each day of delay in completion of the work beyond the time specified in the previous clause for its completion and such liquidated damages shall be recoverable from any sums due to the Contractor under this contract or any other contract with the Palestine Government or from his deposit of L.P. 50,000

(17) Measurements.

The work done in pursuance of this contract shall be measured in exact accordance with the system adopted in preparing the estimates of the Public Works Department. All measurements shall be net no allowance being made for waste.

(18) The Contractor shall provide free of cost to the P.W.D. any labour which may be required for taking measurements for bills during progress of the work.

(19) All measurements shall be recorded at fortnightly intervals by the District Engineer or his representative in the presence of the Contractor or his representative.

(20) The District Engineer and the Contractor shall both sign the measurement book. Any objection to the measurements shall be lodged at the time and if the Contractor shall dispute the correctness of the measurements and shall refuse to sign the measurement book he shall forthwith state the grounds of his objection in writing and the District Engineer shall forward them with his remarks to the Director of Public Works for decision.

(21) No objection by the Contractor to measurements taken shall be valid unless received by the District Engineer in writing within 48 hours of taking the measurements objected to.

(22) The District Engineer may in writing require the Contractor or his representative to attend at 48 hours notice for taking a set of measurements and if the Contractor or his representative shall not attend at the place and time mentioned in the notice, the measurements shall be taken by the District Engineer and the Contractor shall not be entitled to object to such measurements under Clause 20.

(23) Payments.

Payment shall be made in fortnightly instalments in respect of work actually done, each bill being an extract from the measurement book certified by the District Engineer. Part payments in respect of work done and of materials brought to site but not incorporated in the work shall be admissible, at the discretion of the District Engineer. No payments made to the Contractor shall constitute acceptance of any work or material which is not in strict accordance with P.W.D. Specification.

(24) All payments to the Contractor before the final payment shall be deemed to be payments on account of the whole contract and not final payments for any particular part thereof. The D.P.W. shall have the right to review all such payments and to adjust errors and omissions in the final payment.

(25) Payments will be made as a rule within 20 days after receipt by the District Engineer of a correct bill.

(26) Return of security deposit.

Except as provided in Clauses 9, 16, 32 and 41, the Contractor's security deposit shall be returned to him after the work has been completed and accepted on behalf of the Palestine Government, and after payment of the Contractor's final bill which shall be accompanied by a statement signed by the Contractor certifying that he has no further claim against the Palestine Government in respect of this contract. The work shall stand in all respects at the risk of the Contractor until so finally accepted, and the Contractor shall be responsible for handing over the work complete and in good order in every respect.

(27) Extras.

The Contractor shall not be entitled to make claims under Clauses 28 and/or 29 in respect of any item or portion of an item mentioned or implied in the priced abstract of the estimate and/or in the General Specification of that estimate and/or in the P. W. D. detailed specifications and/or in the Contract plans, all such works shall be deemed to be covered by the items appearing in the above mentioned abstract.

(28) Claims by Contractor.

The Contractor shall furnish to the District Engineer a weekly statement of any claim for extra or unforeseen work not provided for in the estimate, or claim for extension of time to which he may consider himself entitled, in order that his claim may be investigated at once. No claim will be allowed which has not been included in these weekly statements.

(29) Star items and procedure when the Director of Public Works rejects star prices.

The price proposed to be paid for any item of work not provided for in the estimate No. NA/52 shall be decided mutually between the Contractor and the District Engineer, and referred to the Director of Public Works for confirmation in writing. No addition or deduction on account of percentage shall be made to such rates. The Director of Public Works shall have the right to carry out in any way he shall think fit, all or any items not provided for in estimate No. NA/52 whenever he shall not finally approve of the price or prices tentatively agreed between the Contractor and the District Engineer. The Contractor shall be responsible for ascertaining from the District Engineer that the Director of Public Works has approved in writing of the proposed rate or rates before putting in hand any work on such items, and in the event of failure to do so he shall be paid such rates as the Director of Public Works shall decide.

(30) Antiquities.

Any antiquities, coins or remains of ancient construction discovered during the course of the work shall be dealt with as required by the Antiquities Ordinance of 1920, with which the Contractor must make himself acquainted.

Clause 34 is superseded by the following :

Any matters in dispute between the parties to this contract arising out of the contract shall be submitted to the arbitration of the Director of Public Works sitting alone as arbitrator and the decision of the Director of Public Works in his capacity as sole arbitrator shall be final and binding on both parties to this contract.

(31) Sub Contracts.

The Contractor shall not transfer or assign directly or indirectly any portion of this contract without the written permission of the Director of Public Works, and such permission if given shall not relieve the Contractor of any obligations or liabilities under this contract. No direct relations will be entered into between the Director of Public Works or the District Engineer and any Sub Contractor of the Contractor.

(32) Bribes.

Any bribe, commission, gift, loan or advantage given, offered by or on behalf of the Contractor in relation to this contract shall render this contract subject to immediate cancellation and the Contractor shall be liable to forfeiture of his security deposit in addition to payment of any loss to Government resulting from such cancellation.

(33) Contractor to be fully informed.

The Contractor shall be responsible for understanding P.W.D. Specifications and Rates and for having made all local enquiries, examination of the site of the work and for understanding the nature of this contract and all local Customs, tariffs, labour and other conditions affecting it before signing the same.

(34) Disputes.

Any matters in dispute between the Contractor and the District Engineer arising out of this contract shall be referred to the Director of Public Works whose decision shall be accepted by the Contractor as final and binding.

(35) Damages and injuries.

The Contractor shall be responsible for all damage to property and for injury caused by the work or workmen to persons, animals or things during the progress of the work.

(36) Sanitation.

The Contractor shall provide at his own expense such sanitation arrangements in camp and on the works as may be deemed necessary by the Public Health Department for the use of the Contractor's artisans and labourers and should the Contractor fail at any time to comply with the requirements and instructions of the Public Health Department in regard to such sanitation arrangements the District Engineer shall have power immediately to remedy defects at the Contractor's expense.

(37) Contractor to supply labour, tools, plant and material.

The Contractor shall be responsible for providing all the labour, tools, plant and materials necessary for the due execution of the work with the exception of the materials to be issued by the P. W. D. noted in the Schedule in Clause 50. The Contractor shall be responsible for taking over such P. W. D. materials at the nearest P. W. D. Store or at a merchant's Store as may be directed and for conveying them at his own expense to the work and for incorporating them therein. The cost of such P. W. D. materials as may be issued shall be recoverable from any payments due to the Contractor.

(38) Delay in supply of materials and District Engineer's power to issue materials.

In the event of there being in the opinion of the District Engineer undue delay in the production by the Contractor of any materials required in pursuance of this contract or should the Contractor supply materials which the District Engineer considers to be of inferior quality the District Engineer shall have the right to issue materials to the Contractor who shall incorporate them in the work, and to deduct their value from the Contractor's bills. Should the District Engineer decide to issue materials the Contractor shall be responsible for drawing them from the nearest P. W. D. Store or from a merchant's store as may be directed and for conveying them at his own expense to the site of the work.

(39) Materials at site.

All materials brought to site of work shall become the property of the Palestine Government and the Contractor shall forfeit all claim to them in case of cancellation of contract under any breach of these General and Special Conditions.

(40) Work to be left clean.

No accumulations of waste materials or rubbish shall be allowable at any time and the Contractor shall leave his work perfectly clean, clear of rubbish, tools, plant and surplus materials paint and other stains and splashes etc. to the satisfaction of the District Engineer and should he fail to do so the District Engineer shall have the right to effect cleaning and clearing up at the Contractor's expense.

(41) Procedure in case of slow progress or failure of Contractor.

If at any time the progress of work is so slow that there is in the opinion of the District Engineer no reasonable hope of the work being finished by the date fixed for such completion, he shall address a letter to the Contractor calling his attention to the slow progress of the work and requesting him to improve his arrangements, and if after the expiration of 7 days from the date of such letter there shall be in the opinion of the District Engineer no material improvement in the position and danger of serious inconvenience from the probable delay in the completion of the work, he shall have the right to engage additional labour skilled and unskilled, at the Contractor's expense or the D. P. W. at his discretion shall have absolute right to cancel the contract in whole or in part, by a written notice to the Contractor to that effect and to arrange for the completion of the work or works in any manner he shall think fit. Any extra expenditure incurred on such work, or arising out of such work, above that contemplated under the provisions of this contract shall be recoverable from any sums due by the Government of Palestine to the Contractor or from his deposit. Nothing in the above shall prevent the District Engineer from taking immediate action in case of urgency, and where such urgency has been created by delay on the part of the Contractor, the Contractor shall have no claim against the Government for any loss he may be occasioned by such action.

(42) Unauthorised cessation of work.

Stoppage of work without the District Engineer's written permission shall render the Contractor liable to immediate cancellation of this contract and to forfeiture of his deposit.

(43) Abandonment of work.

If at any time it shall be decided not to continue the work to completion, the Contractor shall be so informed by the District Engineer in writing and final measurements shall thereupon be taken by the District Engineer and the Contractor not later than 10 days from the date of the District Engineer's written order to stop work.

(44) The final measurements shall take into account any materials which the Contractor shall have delivered to the work but not incorporated therein subject to the District Engineer's approval thereof in all respects.

The prices payable for such approved materials at site shall be fixed in accordance with Clause 34.

(45) The Contractor shall further be entitled to a payment of eight per cent of the total value of work as stated in P.W.D. estimate No. NA/52 of 18-7-35 but modified by Clause 1. of this contract in full settlement of any claim or claims which he might have for loss of anticipated profits, cost of removal of plant, cost of materials ordered but not delivered to site, or losses or damages of any kind whatsoever resulting from the decision to stop work.

(46) Ruling versions.

(10) Training version
The English version of this Contract shall be taken as conveying its true meaning in all cases of doubt arising from translation into other languages.

(47) Insurance of Workmen.

The Contractor shall insure against claims by his employees which may be enforceable against the Government of Palestine under the Workmen's Compensation Ordinance 1927, in an amount and office approved by the Director of Public Works and shall on demand produce to the Director of Public Works the receipt for the last premium payable under such insurance and, on default by the Contractor the Director of Public Works may take out such insurance as aforesaid and charge the cost thereof to the Contractor and recover the amount of such charge from the deposit paid under this or any other contract or from any sums due to the Contractor under this or any other contract.

In respect of claims under this clause the Director of Public Works may agree with the Contractor upon the amount of compensation to be paid but the contractor may require the amount that ought to be paid to be settled by arbitration under the Workmen's Compensation Ordinance 1927.

Ordinance 1927.

Any amount paid by Public Works Department as compensation under this clause shall be satisfied by the Contractor and may be recovered, without prejudice to any other means of recovery, from the deposit paid under this or any other contract or from any sum due to the Contractor under this or any other contract.

(48) Use of Railway Transport.

The contractor shall use railway transport wherever practicable for the carriage of all materials to be delivered on the site whether for incorporation in the work or otherwise required for use in connection with this contract.

Where railway transport is practicable transport by other means shall not be effected without the prior written sanction of the Director of Public Works or his representative.

Failure to comply with this clause shall give right to the Director of Public Works to deduct from any payments due to the Contractor under this or any other contract a sum not exceeding the railway charges which would have been paid by the contractor had he transported the material by rail.

The decision of the Director as to the practicability in using rail transport shall in all cases be final and binding.

(49) Notarial Notices.

Eng.1/c Nablus

Notwithstanding anything in the Ottoman Code of Civil Procedure it shall not be necessary for the Director to serve any notarial notice on the contractor with regard to failure to comply with any clause in the contract, but it shall be sufficient for him to give a written notice of any claim to damages for delay or of revocation of the contract.

(50) Special Conditions

The following Public Works Department Materials shall be issuable at the discretion of the Director of Public Works to the Contractor at the rates shown against each.

[illegible]

Signed in quintuplicate

Ali Sleem Contractor

Name	Address
Nabius	

P. Dadoush _____ Witness

P.W.D.	Nablus	Address
--------	--------	---------

sgd. G. T. Caryer
Actg. ENGINEER IN CHARGE NABLUS DIST.
Representing Palestine Government

1 / 8 / 1935

404

Schedule of Tenders of 27.7.1935

Service - Road Formation on Tulkarm - Nathania Road
over distances as under

A

Name of Contractor.		From 5.460	To 7.275	From 7.275	To 8.850	From 8.850	To 10.576
		o/o above	o/o below	o/o above	o/o below	o/o above	o/o below
Mishal Mohammed	Jerusalem	<u>14</u>	-	<u>15</u>	-	<u>20</u>	-
Mohammed Musa Ghoul	do.	<u>17½</u>	-	<u>14</u>	-	<u>15</u>	-
Hamad Mohammad Saleh	Nablus	<u>5</u>	-	<u>5</u>	-	<u>1½</u>	-
Fares Abdulla	do.	<u>25</u>	-	<u>30</u>	-	<u>35</u>	-
Hanna Brer	Haifa	-	-	-	-	-	-
Suleiman Ahmad Suleiman	Nablus	-	-	-	-	-	-
Ahmad Ibrahim Sheik	Jerusalem	<u>17</u>	-	<u>21</u>	-	<u>19</u>	-
Road Repair & Construc- tion Co.	Haifa	<u>23</u>	-	<u>24</u>	-	<u>25</u>	-
Ali Sleem	Nablus	x -	3	-	3	-	3

Schedule of Tenders of 15.8.1935.

Service - Road Formation on Tulkarm - Nathania Road
over distances as under

B

Name of Contractor		From 10.576	To 12.063	From 12.063	To 13.327	From 13.327	To 14.715
		o/o above	o/o below	o/o above	o/o below	o/o above	o/o below
Mohammed Musa Ghoul	Jerusalem	<u>20</u>	-	<u>20</u>	-	<u>20</u>	-
Husein Khoul	do.	<u>30</u>	-	<u>30</u>	-	<u>30</u>	-
Mashal Mohammed	do.	<u>40</u>	-	<u>40</u>	-	<u>40</u>	-
Salim Ibrahim Qasem	Nablus	<u>50</u>	-	<u>55</u>	-	<u>60</u>	-
Ali Sleem	do.	<u>20</u>	-	<u>20</u>	-	<u>19</u>	-
Hamad Mohammed Saleh	do. x	<u>16</u>	-	<u>15½</u>	-	<u>15</u>	-
Hanna Brer	Haifa	-	-	-	-	-	-
Road Repair and Con- struction Co.	do.	<u>25</u>	-	<u>25</u>	-	<u>25</u>	-
Odeh Elias	Jenin	-	-	-	-	-	-

Any reply should be addressed to
The DIRECTOR OF PUBLIC WORKS
P. O. 585.
Telegrams: "WORK JERUSALEM".
Telephone: No. 1 Jerusalem.

In reply please quote

9/97

421

GOVERNMENT OF PALESTINE,
PUBLIC WORKS DEPARTMENT.
JERUSALEM.

W 45/34

October 15th, 1936

Chief Secretary,

Subject : Tulkarm - Nathanias Road.

Reference: My 9/97 of 19.8.1936.

32

The Contractors concerned inform me
that in consequence of the cessation of the
strike, the banks are pressing them very
severely for repayment of loans, and there-
fore they plead for an early decision on
their petitions.

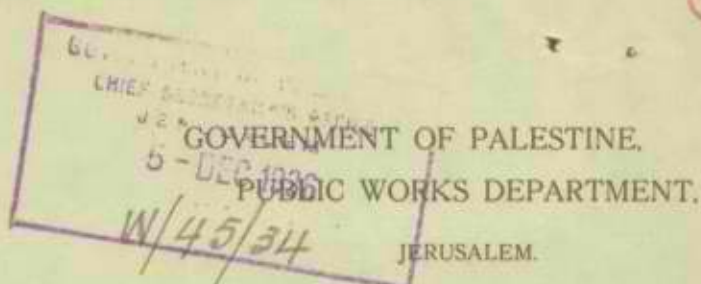
Handwritten signature
J DIRECTOR OF PUBLIC WORKS.

M3.

Any reply should be addressed to
The DIRECTOR OF PUBLIC WORKS
B. 585.
Telegrams: "WORKS JERUSALEM".
Telephone: No. 1081 Jerusalem.

In reply please quote

9/97



4th December, 1936.

Chief Secretary.

Subject : Tulkarm - Nathania Road.
Head XXVIII Item 98 of
Estimates.

Out of the LP.12,200 provided for
completion of the above road LP.8,000 has
already been sanctioned for expenditure by the
Secretary of State.

See (28) d (30)
in W. 248/35

2. I am issuing all available funds
today and, since work is proceeding and additional
funds are urgently required I shall be obliged if
urgent authority may be given for the issue of the
further LP.4,200 still available on this item.

3. Should this entail reference to Secretary
of State may I ask that this should be done by
telegram.

4. So far as can be estimated at present
the additional LP.4,200 now asked for, will be suffi-
cient to complete the road.

V. Bedley
f DIRECTOR OF PUBLIC WORKS.

Code, Cypher
or, Clear? Code.

50
C.S.O. 67.

TELEGRAM

From

HIGH COMMISSIONER FOR PALESTINE,
TRANS-JORDAN,

To Secretary of State.

Despatched 11.12.36.

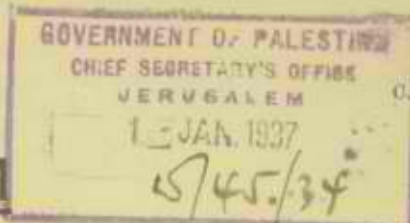
OPT. 2003-6000-15-10-36

No. 934.

30
248/35

Your telegram No. 138 authorising expenditure of LP. 8,000 under item 98 of Head 28 Tulkarm-Nathaniya road. Request authority to spend balance of LP. 4,200 to enable this important communication and security road to be completed.

Code, Cypher
or Clear? Code.



C.S.O. 53.

TELEGRAM

From Secretary of State.

To

HIGH COMMISSIONER FOR PALESTINE,
TRANSJORDAN

Despatched 31.12.36.

Received 1.1.37.

G.P. 2001-6000-10-10-36

No. 740.

Your telegram No. 934.

I approve expenditure of balance
of LP.4200.

50

63

24th February, 1937.

W/45/34

Director of
Public Works.

Subject: Tulkarm - Nathania Road.

(32) Reference: Your 9/97 of 19-8-36.

I am directed to inform you that, after careful consideration of all the circumstances of the case, Government is prepared to agree that payment in full and final settlement should be made to the contractors of the sums recommended by you, namely:

LP

(a) to the three contractors
mentioned in paragraph 1 of
your letter a sum of 455.125

(b) to the contractor mentioned
in paragraph 5 of your
letter a sum of 115.200

Total LP 570.325

It is understood that payment of these amounts will not cause any excess on the amount provided under Head XXVIII Item 98 for the construction of the road.

2. It is considered, in the light of this case, that steps should be taken to alter the practice of inviting in English for tenders from Arab contractors.

3. The copy of the contract with Mohamad Musa El Ghoul of Silwan is returned herewith.

(40a)

M. Luke

M. King

(Sgd.) S. V. Shaw

ACTING CHIEF SECRETARY.

W/45/34

8 March, 1937.

District Commissioner,
Northern District.

(12) I am directed to refer to my letter
No. W/45/34 of the 24th July, 1935, on the subject of
the re-construction of the Tulkarm - Nathania road,
and to enquire what contributions have so far been
received from the persons mentioned in paragraph 3
towards the cost of this work. It is requested
that in your reply ^{you} will quote the number and date of
the vouchers in the case of each payment.

f ACTING CHIEF SECRETARY.

18th March, 1937.

Chief Secretary.

Subject :- Private contributions to Road Works.

Reference :- Letter No. 9/39 of 19.2.37, from the Director of Public Works addressed to you with copy to me.

Jinujar - Nahalal Road.

I have to invite your attention to my letter 214/154 of 9th February, 1937, to which I have nothing to add.

2. Tulkarm - Nathanya Road.

The Assistant District Commissioner, Samaria Division, reports that the question of contribution from the neighbouring settlements towards the cost of the above mentioned road was delayed owing to the strike.

A letter is being addressed now to the Settlements concerned asking for the payment of a sum of IR 3,000. I will report further progress in the matter in due course.

(Sgd.) Christopher Pirie-Gordon.
for DISTRICT COMMISSIONER.
Absent on Duty.

In reply please state

No. 214/164/A.

4475

DISTRICT COMMISSIONER'S OFFICES

GOVERNMENT OF PALESTINE
NORTHERN DISTRICT
CHIEF SECRETARY'S OFFICE
JERUSALEM
27 MAR. 1937

HAIFA.

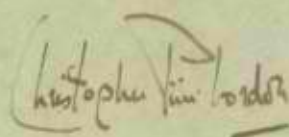
25 MAR 1937

CHIEF SECRETARY.Subject :- Tuikarm Nathanya Road.Reference:- Your W/45/34 of 8.3.37.

66

67

I have to invite your attention to paragraph 2 of my letter No. 214/2/C of 18th March, 1937, regarding the above mentioned road.



(DISTRICT COMMISSIONER.

ABSENT ON DUTY



SECRETARY

DISTRICT COMMISSIONER'S OFFICE
NORTHERN DISTRICT
HAIFA
27 MARCH 1957

CHIEF SECRETARY

Subject :- Tahmina Khatun Road.
Reference :- Your letter No. 214/2 of 18th

I have to advise your attention to
paragraph 2 of my letter No. 214/2 of 18th
March, 1957, regarding the above mentioned
road.

DISTRICT COMMISSIONER

No. 886

DISTRICT COMMISSIONER'S OFFICES
SAMARIA DISTRICT, NABLUS.

18 February, 1942.

Chief Secretary.

Subject:- Municipal Auditor's Report on the Account
of the Township and Local Council of Nathanya
1940-1941.

Reference:- My 886 dated 5 February, 1942.

I refer to Item XVI of paragraph 5, Assets and Liabilities, of the report by the Auditor on the accounts of the old Nathanya Town Committee.

2. In 1935 it was decided to make a road from Tulkarm to Nathanya. It seems probable that one of the main reasons for making the road was to serve the rapidly developing area around Nathanya, particularly in connection with the transport of oranges but there is nothing definite about this in any of my files. The first mention of a contribution towards the cost by any of the settlements which would benefit from the road is in your letter W/45/34 dated 24/7/35 addressed to the District Commissioner, Northern District. I quote paragraphs of this letter for easy reference :

" 3. Nathanya, Haj Nimr Nabulsi and Kfar Yona should be approached with a view to contributing mutually towards the expense of surfacing. His Excellency hopes you will endeavour to obtain from the people as large a proportion of the cost as possible, and you are authorised to notify them that, if they will subscribe such sum as you and the Director of Public Works agree to be fair, there is every probability of the road being surfaced in 1936."

3. The next mention of local contribution that I can find is when the Assistant District Commissioner, Samaria wrote to the District Officer, Tulkarm in March 1937, nearly two years after your letter referred to above, saying that :

" Before it was decided that the construction of the Tulkarm - Nathanya road should be completed it was agreed with the settlers of Nathanya and Kfar Yona that they should contribute LP. 2,500 and LP. 500 respectively towards the cost of the road. "

Subsequent letters from the Nathanya Committee admit that it agreed to pay LP. 2,500 but the Committee of Kfar Yona indignantly refused to pay anything. Whether Haj Nimr Nabulsi was even approached as requested in your letter W/45/34 of 24.7.35, I do not know but his name never occurs again although his lands undoubtedly benefited greatly from the new road. He is now dead.

4. I would next draw your attention to your letter ~~W/45/34~~ ^{W/31/37} which was in reply to letter No. 214/2/O of 24.5.37 sent to you by the District Commissioner, Northern District, Haifa. No bills were taken from the two settlements as suggested in the second paragraph of your letter. From this point efforts to collect a contribution from Kfar Yona seem to have been given up, for it is never mentioned again.

In July 1937 the Nathanya Committee paid LP. 250 one half of the first instalment of their contribution. Needless to say nothing more has been paid. The whole subject seems to have been dropped during the rebellion and the first I heard of it was when it came to light in the Auditor's report.

5. I feel diffident about pressing Nathanya to pay the balance of LP. 2,250 for the following reasons:

- (a) No written agreement was made with the Committee, which in any case was not officially recognized. It seems to me doubtful whether Government could legally press its claim.
- (b) It is, perhaps, unfair to try and get money from Nathanya when the settlement of Kfar Yona, the village of Khirbet Beit Lid and Umm Khalid and numerous individuals whose lands or orange groves benefited from the road at the time that it was built have nothing.
- (c) The road has now become extremely important and connects several large camps with the railway. Moreover settlements such as Beit Izhak have sprung up on it and others are in the process of doing so. It has long ago ceased being, in any sense, a road serving only private interests.
- (d) The Auditor's report shows that the finances of the Nathanya Local Council are in no condition to pay Government anything but comparatively small yearly installments.

6. There are now two alternatives:

- (1) That I should inform the Local Council that Government has not abandoned its claim to the balance of LP. 2,250 but will agree to the payment being made in yearly instalments. The exact amount could be fixed later.
- (2) For Government to abandon any further claim to the balance on condition that the Local Council pays to "subscribers" the full amount of LP. 1023.188 contributed by them. Of this amount only LP. 250 was paid to Government, LP. 458.920 is in promissory notes and the balance has been absorbed into general revenue. The payments would, of course, have to be as circumstances permit.

For the reasons given in paragraph 5 I am inclined to recommend the second alternative.

R. Chinn

ACTING DISTRICT COMMISSIONER.

Copy to: Auditor, Jerusalem.
Asst. Dist. Commissioner, Tulkarm.

42

W/45/34

28 March, 1942.

District Commissioner,
Samaria District.

(19) With reference to your letter No.886 of the 18th February, 1942, I am directed to enquire whether the portion of the road from Tulkarm to Nathanya which passes through Nathanya township is maintained by the Nathanya Local Council or by the Director of Public Works. If it is maintained by the latter, I am further to enquire whether the Local Council pays any contribution towards the recurrent cost.

Done by Mr. Fuller
(Sgd.) W. V. FULLER
CHIEF SECRETARY.

For copy typed / En 27/3

No. 886



Chief Secretary

(72) Subject:- Tulkarm - Nathanya Road
Reference: Your W/45/34 of 28-3-42.

The part of the road which lies within the Township boundary is maintained by the Public Works Department and the Nathanya Local Council pays no contribution towards the recurrent cost of maintenance.

R Church
ACTING DISTRICT COMMISSIONER

74

W/45/34.

8 May, 1942.

District Commissioner,
Samaria District.

43

With reference to your letter No.886 of the 29th April, 1942, I am directed to enquire whether there is any good reason why, if the recommendation in paragraph 6(2) of your letter No.886 of the 18th February, 1942, is approved, the Nathanya Local Council should not be required to pay a proportion of the recurrent cost of that portion of the road from Tulkarm to Nathanya which passes through their township.

2. If you agree that the Local Council should make such a contribution, I am to enquire what percentage of the costs of maintenance you suggest they should bear.

(Sd) W. V. F. 1942

ACTING CHIEF SECRETARY.

No. 886

GOVERNMENT OF PALESTINE

GOVERNMENT OF PALESTINE
CHIEF SECRETARY'S OFFICE
JERUSALEM

DISTRICT COMMISSIONER'S OFFICES
15 MAY 1942
SAMARIA DISTRICT, NABLUS

15 May, 1942

District Engineer,
Haifa District,
Haifa

It has been agreed in principle that the Nathanya Local Council should pay a proportion of the recurrent costs of the upkeep of that part of the main road that lies within its boundaries.

2. I should be grateful therefore if you would inform me

- a. on what basis the percentage payable by Municipalities is fixed;
- b. what percentage do you recommend the Nathanya Local Council should pay;
- c. what is the average recurrent cost of upkeep of the part of the road in question.

(Sgd.) R. CHURCH

ACTING DISTRICT COMMISSIONER

Copy to:- Chief Secretary, Jerusalem
ref. his W/45/34 of 8-5-42.
Asst. Dist. Commissioner, Tulkarm.

OFFICE OF THE SECRETARY OF AGRICULTURE
WASHINGTON, D. C.

Dear Sir:

Very truly yours,
[Signature]

I have the honor to acknowledge the receipt of your letter of the 10th inst. and in reply to inform you that the same has been forwarded to the proper authorities for their consideration.

I am, Sir, very respectfully,
Your obedient servant,
[Signature]

Very truly yours,
[Signature]

I am, Sir, very respectfully,
Your obedient servant,
[Signature]

I am, Sir, very respectfully,
Your obedient servant,
[Signature]

No. 886

GOVERNMENT OF PALESTINE
CHIEF SECRETARY'S OFFICE
GOVERNMENT OF PALESTINE
15 MAY 1942

(76)

W/45/34 DISTRICT COMMISSIONER'S OFFICES
SAMARIA DISTRICT, NABLUS

13 May, 1942

Chief Secretary

I agree that the Local Council of Nathanya should pay a proportion of the recurrent cost of maintaining that portion of the road within the township area.

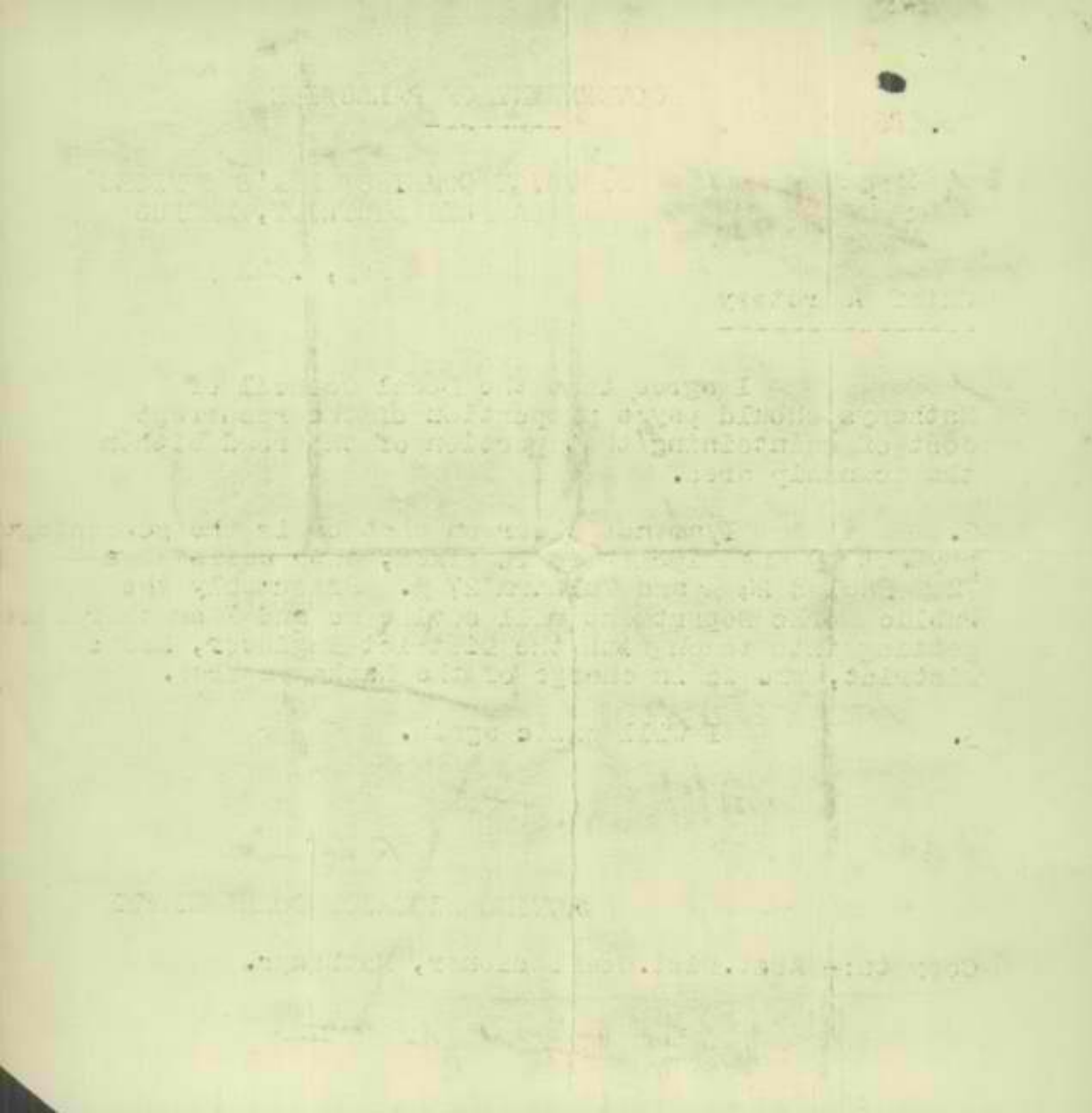
2. I am not clear on what basis the percentage payable by Municipalities is fixed, thus Jaffa pays 72 % Nablus 24 % and Tulkarm 27 %. Presumably the Public Works Department will advise me and I am therefore getting into touch with the District Engineer, Haifa District, who is in charge of the Nathanya area.

3. I will write again.

R. Canale

ACTING DISTRICT COMMISSIONER

Copy to:- Asst. Dist. Commissioner, Nathanya.



GOVERNMENT OF PALESTINE
CHIEF SECRETARY'S OFFICE
JERUSALEM

15 JUNE 1942

DISTRICT COMMISSIONER'S OFFICE
JERUSALEM DISTRICT, RAMATH

13 June, 1942

Director of Public Works,
Jerusalem

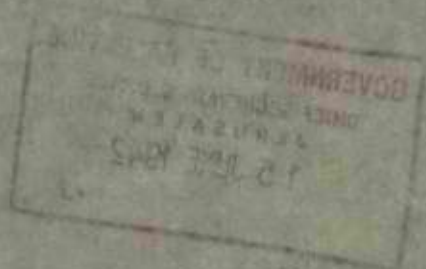
It has been agreed in principle that the Nethanya Local Council should pay a proportion of the recurrent costs of the upkeep of that part of the main road that lies within its boundaries.

2. The District Engineer, Haifa, informs me that 450 metres of the main road lies within the Nethanya Local Council boundaries. He also recommends that the Local Council should pay 70 % and Government 30 %. I do not know on what basis the amount payable by the local authority is fixed but the proportions recommended by the District Engineer, Haifa, seem reasonable. I understand that you are the authority to fix amounts and I should be grateful, therefore, for your advice.

(Sgd.) R. CHERRON

ACTING DISTRICT COMMISSIONER

Copy to:- Chief Secretary, Jerusalem,
ref. his W/45/34 of 8-5-42.
Asst. Dist. Commissioner, Tulkarm
Dist. Engineer, Haifa.



TO THE SECRETARY
OFFICE OF THE SECRETARY
GOVERNMENT OF INDIA
NEW DELHI

12 JUL 1945

TO THE SECRETARY
OFFICE OF THE SECRETARY
GOVERNMENT OF INDIA
NEW DELHI

12 JUL 1945

TO THE SECRETARY
OFFICE OF THE SECRETARY
GOVERNMENT OF INDIA
NEW DELHI

12 JUL 1945

TO THE SECRETARY
OFFICE OF THE SECRETARY
GOVERNMENT OF INDIA
NEW DELHI

12 JUL 1945

W/45/34

13 August, 1942

District Commissioner,
Samarra District.

With reference to your letter No.886 dated the 13th May, 1942, regarding the road from Tulkarm to Nathaniya, I am directed to enquire when the further communication promised therein may be expected.

(Sgd) W.V. FULLER
CHIEF SECRETARY.

Mr. Fuller

8

No. 886

GOVERNMENT OF PALESTINE
CHIEF SECRETARY'S OFFICE
JERUSALEM
1942

DISTRICT COMMISSIONER'S OFFICES
SAMARIA DISTRICT, NABLUS

18 August, 1942

Director of Public Works,
Jerusalem

Subject:- Nathanya Local Council Roads
Reference: My 886 of 13-6-42 and your
9/33/4/4 of 22-7-42.

I shall be grateful if you will inform
me when a decision may be expected as the Chief
Secretary is awaiting further communication.

(Sgd.) R. H. [Signature]

/ ACTING DISTRICT COMMISSIONER
(absent on duty)

Copy to:- Chief Secretary, Jerusalem.

1941

1941

1941

1941

1941

1941

1941

No. 886

82
GOVERNMENT OF PALESTINE
CHIEF SECRETARY'S OFFICE
JERUSALEM

1942
DISTRICT COMMISSIONER'S OFFICES
SAMARIA DISTRICT, NABLUS

18th August, 1942

Chief Secretary

1744/80
Subject:- Nathanya Local Council Roads
Reference: My 886 of 13-5-42 and 886 of
13-6-42, addressed to Dir.
of Public Works, Jerusalem,
copy to you.

The matter is still under investigation
by the Director of Public Works Department.

R. H. Gail
6 ACTING DISTRICT COMMISSIONER
(absent on duty)

9/33/4/4.

August 21, 1942.

Acting District Commissioner,
Nablus.

Subject:- Nathsya Local Council Roads.
Reference:- Your 886 of 18-8-1942.

This matter is still under investigation. The work was carried out during the disturbances and as three District Engineers were involved at that time, it is necessary to refer to all three for any information that may be relevant to the case. On receipt of the data called for you will be communicated with without delay.

ayd H C H J O M C B
Actg. DIRECTOR OF PUBLIC WORKS

Copy to: Chief Secretary. ✓

- " " District Engineer, Jaffa District.
Please provide any information available in your office as soon as possible. Ref. letter 2/2/7 dated 10-8-1942 from the District Engineer, Nablus District, to the District Engineer, Haifa District, with copy to you.

No. 886

GOVERNMENT OF PALESTINE

86

GOVERNMENT

DISTRICT COMMISSIONER'S OFFICES
SAMARIA DISTRICT, NABLUS

✓ W/45/34.2

September, 1942

District Engineer,
Haifa District,
Haifa

96

Subject:- Nathanya Local Council Roads
Reference: Letter No. 9/33/4/4 of 27-8-42
from Dir. of Public Works,
Jerusalem, addressed to me,
copy to you.

Will you please let me know what is
your estimate for the upkeep of the part of the
road in question for this financial year.

(Sgd.) E. CHURCH-

ACTING DISTRICT COMMISSIONER

Copy to:- Chief Secretary, Jerusalem —
Asst. Dist. Commissioner, Nathanya. *Tulhann*

MINISTER OF INDUSTRY
OTTAWA, ONTARIO, CANADA

1964-1965

Director, Ministry of
Industry
Ottawa, Ontario

Subject: - Industrial Development
Reference: Letter No. 1000 of 1964-5
From: Mr. J. H. H. H. H. H.
To: Mr. J. H. H. H. H. H.
Date: 1964-5

The following information is being
furnished for the purpose of the
work in connection with the
Industrial Development

1964-1965

1964-1965

PUBLIC WORKS DEPARTMENT
GOVERNMENT OF JERUSALEM.
CHIEF

9/33/4/4.

27th August, 1942.

Actg. District Commissioner
Samaria District.

Subject : Nathanya Local
Council Roads.
Reference: Your No. 886 of
13.6.42.

On information at
present available to me
I have no objection to the
allocation of ^{the} costs of
maintaining the section of
main road leading into
Nathanya and within the
Local Council boundaries as
proposed by the District
Engineer.

(sgd.) H. C. H. Jones

Actg. DIRECTOR OF PUBLIC
WORKS

Copy to: Chief Secretary, ✓
ref. his file No.
W/45184.
A/District
Commissioner, Tulkarm
D.R. Heifer District.

(87)

9th

October, 1942

W/45/34

District Commissioner,
Samarra District.

(87)

With reference to your letter No. 886 dated the 18th August, 1942, and the Director of Public Works' letter No. 9/33/4/4 dated the 27th August, 1942, I am directed to enquire whether you approve the recommendation of the District Engineer Haifa regarding the allocation of the cost of that portion of the Tulkarm Nathania road which lies within the Nathania town boundary, which is set out in your letter No. 886 dated the 13th June, 1942, addressed to the Director of Public Works.

(85)

(78)

(Sgd.) W. V. FULLER
CHIEF SECRETARY.

Mr. Fuller
CS

GOVERNMENT OF PALESTINE

No. 886

28

DISTRICT COMMISSIONER'S OFFICES
SAMARIA DISTRICT, NABLUS

17th October, 1942

Chief Secretary

W/45/34

The District Engineer, Haifa District, informs me that the cost of the upkeep of 450 M.R. of the Nathanya-Tulkarm road within the Local Council area for 1942-43 is L.P. 20.

2. I agree that the Local Council should be required to pay 70 % of the cost and I am asking the Asst. Dist. Commissioner, Tulkarm, to make the necessary arrangements.

R. Council

ACTING DISTRICT COMMISSIONER

Copy to:- Director of Public Works, Jerusalem
Asst. Dist. Commissioner, Nathanya
District Engineer, Haifa.

RHRC/FK.

Drafted Mr. Fuller.....
Dated.....
Draft approved by.....
Fair copy typed by..... BW.....

91

W/45/34

27 October, 1942.

District Commissioner,
Samarra District.

88

With reference to your letter No. 886 dated the 17th October, 1942, I am directed to approve your recommendation that the Government should abandon any further claim to contributions from the Nathanya Local Council in respect of the Tulkarm - Nathanya road on condition that the Council repays to subscribers the full amount of £P. 1,023.188 mile which has already been subscribed for the purpose. I am to add that it is recognised that the re-payments will have to be made as circumstances permit.

(Sd) W. V. FULLER
CHIEF SECRETARY.

Copy to: - Auditor, w.r.t. his letter
No. 4853/144/38 of 15.12.41.

N	45	34
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486/N

GOVERNMENT OF PALESTINE

C. S. O.

SUBJECT :

Construction of a road
between Tulkarim & Nathania Colony

A. Cohen. 24.99-5000-26.10.33.

CONNECTED FILES

NUMBER AND YEAR

V/8/34

W/31/37

SUBJECT

Special Relief Measure - Wady Hawarib, Tiberias
Collection of contributions - road construction

מדינת ישראל
גנזך המדינה

486/
11

מ

ארץ ישראל
ממשלת המנדט